CITY COUNCIL

AGENDA
MONDAY, SEPTEMBER 25, 2023

REGULAR HYBRID MEETING – 7:00 PM

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

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

TELECONFERENCE INFORMATION:
ZOOM WEBINAR:
ATTENTION: Zoom update requirements found at the bottom of the agenda
https://us02web.zoom.us/j/87368533686

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 8736 853 3686

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - NONE.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring September 2023 as Youth Climate Action Month, presented to the Livermore Youth Climate Summit student planning team.

Recommendation:
Staff recommends City Council declare September 2023 as Youth Climate Action Month.

Staff Report
Attachments:
1. Proclamation

3.2 Proclamation declaring October 1 - 7, 2023 as Water Professionals Appreciation Week presented to Water Resources Division Manager Anthony Smith.

Recommendation:
Staff recommends City Council declare October 1 - 7, 2023 as Water Professionals Appreciation Week.

Staff Report
Attachments:
1. Proclamation

3.3 Poet Laureate annual update, presented by City of Livermore Poet Laureate Peggy Schmimmelman.

Recommendation:
Staff recommends the City Council receive an update from Livermore's Poet Laureate on programming and activities conducted over the past year.

Staff Report

3.4 i-GATE update to City Council presented by Executive Director Yolanda Fintschenko.

Recommendation:
Staff recommends the City Council receive an update from i-Gate Executive Director Yolanda

Fintschenko regarding the organization's activities.

Staff Report

4. OPEN FORUM

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

5. CONSENT CALENDAR

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

5.1 **Introduce an Ordinance** and waive the first reading, amending Section 1.04.010 Definitions and Rules of Construction in Title 1 General Provisions in the Livermore Municipal Code to define the Superintendent of Streets.

Recommendation:
Staff recommends the City Council introduce an ordinance and waive the first reading, approving modifications to Livermore Municipal Code Section 1.04.010 Definitions and Rules of Construction, adding the definition of the Superintendent of Streets as the City Engineer or their designee to the listed terms.

Staff Report
Attachments:
1. Redline Changes to Municipal Code
2. Ordinance

5.2 Resolution authorizing the City Manager to execute a first amendment to the agreement with ICF Jones and Stokes Inc, for the Livermore Habitat Conservation Plan, increasing the not-to-exceed agreement amount to $699,927.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute

a first amendment to the agreement with ICF Jones and Stokes Inc, for the Livermore Habitat Conservation Plan, increasing the not-to-exceed agreement amount from $81,310 to $699,927.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment

5.3 Resolution authorizing execution of a Low-Income For Sale Housing Agreement with Shea Homes, Inc. for an 89-unit subdivision located in the Isabel Neighborhood Specific Plan Area, north-east of the Portola Avenue / Collier Canyon Road intersection (VTTM 8613).

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a Low-Income For Sale Housing Agreement with Shea Homes, Inc. for an 89-unit subdivision located in the Isabel Neighborhood Specific Plan Area, north-east of the Portola Avenue/Collier Canyon Road intersection (Vesting Tentative Tract Map 8613).

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Shea LIHA

5.4 Resolution authorizing the execution of an agreement with Western Roofing to replace the Green House #3 roof at the Water Resources Plant (WRP) in an amount not-to-exceed $359,724 and authorizing an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Western Roofing to replace the Green House #3 roof at the Water Resources Plant (WRP) in an amount not-to-exceed $359,724 and authorizing an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

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

5.5 Resolution authorizing execution of a three-year agreement with SNF Polydyne, Inc. for the supply of polymer chemicals used for the dewatering process at the Livermore Water Reclamation Plant (LWRP) in an amount not-to-exceed $1,111,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with SNF Polydyne, Inc. for the supply of polymer chemicals used for the dewatering process at the LWRP, in an amount not-to-exceed $1,111,000.

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

5.6 Resolution authorizing execution of a two-year grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2023-24 and 2024-25 in the amount of $300,000 per year.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2023-24 and 2024-25 in the amount of $300,000 per year.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Grant Agreement with i-GATE Development Corporation

5.7 Resolution determining Tract 8613, Shea Portola Townhomes, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining Tract 8613, Shea Portola Townhomes, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

Staff Report
Attachments:
1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

5.8 Resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved Association of Livermore Employees (ALE) labor agreement increase and an adjustment to the Risk Manager classification in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation:
Staff recommends the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved ALE labor agreement increase and an adjustment to the Risk Manager classification.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan October 2023

5.9 Resolution authorizing a purchase order with Schwarze Industries Inc. in the amount of $822,824 with a financial contingency in an amount not-to-exceed ten percent (10%), for two replacement street sweepers.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with Schwarze Industries Inc. for two replacement street sweepers for use by the Public Works, Maintenance Division, Street Section, in the amount of $822,824 and a financial contingency in an amount not-to-exceed ten percent (10%) for cost adjustments that may become necessary to cover potential model year price adjustments.

Staff Report
Attachments:
1. Soucewell Contract 093021-SWZ
2. MME Schwarze A9SE Monsoon Quote
3. Resolution

5.10 Resolution authorizing the City Manager to execute a first amendment to the lease agreement with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless to revise the location of leased premises on City's Property for placement of wireless equipment.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the lease agreement for installation of telecommunications equipment with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless and the Livermore Municipal Airport to provide new access and utility routes to equipment, delete requirement that construction commences before December 16, 2022, replace it with a new date two years from effective date of this First Amendment, and update City Airport Manager's name to "Airport Manager".
Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment GTE Mobilnet Lease

6. PUBLIC HEARINGS - NONE.

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

7. MATTERS FOR CONSIDERATION - NONE.

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

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, October 9, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the

meeting. These items will NOT be read into the record.

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

Zoom Webinar: https://us02web.zoom.us/j/87368533686
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833
Meeting ID: 8736 853 3686

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

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

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City

Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

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

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Proclamation declaring September 2023 as Youth Climate Action Month, presented to the Livermore Youth Climate Summit student planning team.

RECOMMENDED ACTION

Staff recommends City Council declare September 2023 as Youth Climate Action Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming

YOUTH CLIMATE ACTION MONTH

September 2023

WHEREAS, *the youth of Livermore have demonstrated exceptional leadership by organizing the first Livermore Youth Climate Summit, held in Livermore on September 9, 2023; and*

WHEREAS, *this pioneering event aimed to promote regional climate change awareness among youth, fostering a deep understanding of the challenges we face and the urgent need for collective action; and*

WHEREAS, *with the support of the Quest Science Center and the Tri-Valley Air Quality Climate Alliance and the endorsements of the City of Livermore, Livermore Area Recreation and Park District, and Livermore Valley Joint Unified School District, the Livermore Youth Climate Summit provided a platform for high school youth to identify immediate and specific actions that can be taken to mitigate the impacts of climate change, empowering them to be change-makers in their communities, schools, and beyond; and*

WHEREAS, *the Livermore Youth Climate Summit fostered a sense of community in the Tri-Valley region, bringing together young people from diverse backgrounds, schools, and organizations to collectively address the global climate crisis; and*

WHEREAS, *reducing CO_2 emissions and "bending the curve" of accelerating CO_2 levels can only be achieved through widespread involvement and actions by all members of our community. Let us come together to support our youth in their efforts, nurture their innovative ideas, and amplify their voices, as we strive towards a sustainable and resilient future for Livermore and beyond;*

NOW, THEREFORE, *the City Council of the City of Livermore proclaims September 2023 as Youth Climate Action Month, a month dedicated to celebrating the commitment and engagement of our young leaders in addressing climate change and driving meaningful change in our community.*

Mayor John Marchand

Vice Mayor Brittni Kiick

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Robert W. Carling

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Proclamation declaring October 1 - 7, 2023 as Water Professionals Appreciation Week presented to Water Resources Division Manager Anthony Smith.

RECOMMENDED ACTION

Staff recommends City Council declare October 1 - 7, 2023 as Water Professionals Appreciation Week.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Natalie Croak
Water Resources Communications Representative

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming

WATER PROFESSIONALS APPRECIATION WEEK

October 1 – 7, 2023

WHEREAS, *the California Legislature has officially designated the first week of October as California Water Professionals Appreciation Week; and*

WHEREAS, *Water Professionals Week is intended to highlight the important role of industry professionals and public agencies in ensuring safe and reliable drinking water, wastewater, and recycled water service to California; and*

WHEREAS, *thanks to technological advances by highly skilled and trained water professionals and the dedication of thousands of industry professionals in the state, California drinking water and treated wastewater meets some of the most stringent water quality standards in the nation; and*

WHEREAS, *water is the lifeblood of California and without safe and reliable water, no community and no sector of the economy – from technology to manufacturing to agriculture – can thrive or expand; and*

WHEREAS, *dedicated water professionals at the City of Livermore Water Resources Division, work 24 hours a day, seven days a week, 365 days per year to operate, maintain, and upgrade our systems and improve the safety and resiliency of local water supplies for our community;*

NOW, THEREFORE, *the City Council of the City of Livermore proclaims October 1 – 7, 2023 Water Professionals Appreciation Week and extends its sincere gratitude and appreciation to the water and wastewater professionals who work 24/7 to provide excellent service to our community each and every day.*

Mayor John Marchand

Vice Mayor Brittni Kiick

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Robert W. Carling

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Poet Laureate annual update, presented by City of Livermore Poet Laureate Peggy Schmimmelman.

RECOMMENDED ACTION

Staff recommends the City Council receive an update from Livermore's Poet Laureate on programming and activities conducted over the past year.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Xochitl Ballesteros
Senior Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: i-GATE update to City Council presented by Executive Director Yolanda Fintschenko.

RECOMMENDED ACTION

Staff recommends the City Council receive an update from i-Gate Executive Director Yolanda Fintschenko regarding the organization's activities.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Xochitl Ballesteros
Senior Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Introduce an Ordinance** and waive the first reading, amending Section 1.04.010 Definitions and Rules of Construction in Title 1 General Provisions in the Livermore Municipal Code to define the Superintendent of Streets.

RECOMMENDED ACTION

Staff recommends the City Council introduce an ordinance and waive the first reading, approving modifications to Livermore Municipal Code Section 1.04.010 Definitions and Rules of Construction, adding the definition of the Superintendent of Streets as the City Engineer or their designee to the listed terms.

SUMMARY

Currently, Title 1, Section 1.04.010 defines a list of terms that are used throughout the Municipal Code. The Municipal Code section does not currently provide a definition for the Superintendent of Streets. Staff recommends adding the term and definition of Superintendent of Streets to provide clarity on who holds the authority for this role and allow for consistency throughout the Municipal Code.

DISCUSSION

After reviewing the current Municipal Code, staff determined the term for Superintendent of Streets has not previously been defined but is utilized in the Municipal Code in Section 9.52.010- Permission required to remove or disturb a monument.

Currently, Title 1, Section 1.04.010 defines a list of terms that are used throughout the Municipal Code. The Municipal Code section does not provide a definition for the Superintendent of Streets. Staff recommends adding the term and definition of Superintendent of Streets to provide clarity on who holds the authority for this role and allow for consistency throughout the Municipal Code. Staff recommends identifying the Superintendent of Streets as the City Engineer as this position has the final signing authority for Capital Improvements related to public street infrastructure. Staff has researched Municipal Codes from other public agencies, and this is a standard definition for this term.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal or administrative impact associated with this item.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

14: Update development standards, codes and ordinances

ATTACHMENTS

1. Redline Changes to Municipal Code
2. Ordinance

Prepared by: Farnoush Levers
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1

Chapter 1.04
GENERAL PROVISIONS

Sections:

1.04.010 Definitions and rules of construction.
1.04.020 Provisions considered continuations of existing ordinances.
1.04.030 Effect of repeal of provisions.
1.04.040 Catchlines of sections.
1.04.050 Severability.

1.04.010 Definitions and rules of construction.

In the construction of this code and of all ordinances of the City, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the City Council, or the context clearly requires otherwise:

1. “City.” The words “the City” or “this City” shall be construed as if followed by the words “of Livermore.”

2. “Code.” The Livermore Municipal Code, together with the Livermore Development Code, which pertains to zoning and land use, are collectively the governing code for the City.

3. “Computation of Time.” The time in which any act provided by law is to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.

4. “Council” means the City Council of the City of Livermore.

5. “County.” “The county” or “this county” means the county of Alameda.

6. “Day” means the period of time between any 12:00 midnight and the 12:00 midnight following.

7. “Daytime” means the period of time between sunrise and sunset.

8. “Gender.” The masculine gender includes the feminine and neuter.

9. “In the City” means and includes all territory over which the City now has, or shall hereafter acquire, jurisdiction for the exercise of its police powers or other regulatory powers.

10. “Joint Authority.” All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

11. “Month” means a calendar month.

12. “Nighttime” means the period of time between sunset and sunrise.

13. “Number.” The singular number includes the plural, and the plural the singular.

ATTACHMENT 1

14. “Oath” includes affirmation.

15. “Officer, Office, Employee, Board, Commission or Department.” Whenever any officer, office, employee, board, commission or department is referred to, it means an officer, office, employee, board, commission or department of the City, unless the context clearly requires otherwise.

16. “Official Time.” Whenever certain hours are named in this code, they mean Pacific Standard Time or Daylight Saving Time, as may be in current use in the City.

17. “Or, And.” “Or” may be read “and,” and “and” may be read “or,” if the sense requires it.

18. “Owner.” The word “owner,” applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.

19. “Person” means any person, firm, association, organization, partnership, business trust, corporation or company.

20. “Personal property” means every species of property, except real property, as defined in this section.

21. “Preceding, Following.” “Preceding” and “following” mean next before and next after, respectively.

22. “Process” means and includes a writ or summons issued in the course of judicial proceedings of either a civil or criminal nature.

23. “Property” means real and personal property.

24. “Real property” means lands, tenements and hereditaments.

25. “Shall, May.” “Shall” is mandatory, and “may” is permissive.

26. “Signature” or “subscription” means and includes a mark when the signer or subscriber cannot write, such signer’s or subscriber’s name being written near the mark by a witness who writes his own name near the signer’s or subscriber’s name; but a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when two witnesses so sign their own names thereto.

27. “State.” “The state” or “this state” means the state of California.

~~27.~~28. “Superintendent of Streets” shall mean the City Engineer or their duly authorized designee.

~~28.~~29. “Tenant” or “occupant,” applied to a building or land, means any person holding a written or an oral lease of, or who occupies the whole or a part of such building or land, either alone or with others.

~~29.~~30. “Tenses.” The present tense includes the past and future tenses, and the future includes the present.

~~30.~~31. "Writing" means any form of a recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise.

~~31.~~32. "Year" means a calendar year, except where otherwise provided. (Ord. 2082 § 1(A), 2019; Ord. 2065 § 1(A), 2018; 1960 code § 1.2)

1.04.020 Provisions considered continuations of existing ordinances.

The provisions appearing in this code, so far as they are the same as those of ordinances existing at the time of the effective date of this code, shall be considered as continuations thereof, and not as new enactments. (1960 code § 1.3)

1.04.030 Effect of repeal of provisions.

A. The repeal of an ordinance shall not revive any ordinance in force before or at the time the ordinance repealed took effect.

B. The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for any offense committed under the ordinance repealed. (1960 code § 1.4)

1.04.040 Catchlines of sections.

The catchlines of the several sections of this code, printed in boldface type, are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections, nor as any part of the sections; nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted. (1960 code § 1.6)

1.04.050 Severability.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this code are severable, and if any phrase, clause, sentence, paragraph or section of this code is declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this code. (Ord. 2065 § 1(A), 2018; 1960 code § 1.5)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 1.04.010 *DEFINITIONS AND RULES OF CONSTRUCTION* IN TITLE 1 *GENERAL PROVISIONS* IN THE LIVERMORE MUNICIPAL CODE TO DEFINE THE SUPERINTENDENT OF STREETS

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

Section 1. *Amendment.* Section 1.04.010 *Definitions and Rules of Construction* of the Livermore Municipal Code is hereby amended, as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

1.040.010 Definitions and Rules of Construction

28. "Superintendent of Streets" shall mean the City Engineer or their duly authorized designee.

~~28.~~ 29. "Tenant" or "occupant," applied to a building or land, means any person holding a written or an oral lease of, or who occupies the whole or a part of such building or land, either alone or with others.

~~29.~~ 30. "Tenses." The present tense includes the past and future tenses, and the future includes the present.

~~30.~~ 31. "Writing" means any form of a recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise.

~~31.~~ 32. "Year" means a calendar year, except where otherwise provided. (Ord. 2082 § 1(A), 2019; Ord. 2065 § 1(A), 2018; 1960 code § 1.2)

Section 2. *Environmental.* The adoption of this ordinance is not a project as defined by California Environmental Quality Act ("CEQA") Guidelines Section 15378 and, therefore, is not subject to environmental review.

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

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

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 25, 2023, 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
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a first amendment to the agreement with ICF Jones and Stokes Inc, for the Livermore Habitat Conservation Plan, increasing the not-to-exceed agreement amount to $699,927.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with ICF Jones and Stokes Inc, for the Livermore Habitat Conservation Plan, increasing the not-to-exceed agreement amount from $81,310 to $699,927.

SUMMARY

The Habitat Conservation Plan (HCP) is a federal permitting document that defines a comprehensive approach to endangered species permitting. Developing a Habitat Conservation Plan will provide multiple benefits to the City, including comprehensive habitat conservation planning, streamlined permitting for maintenance and capital improvement projects, and potential reduced costs for federal endangered species regulatory compliance and mitigation.

On April 3, 2023, the City entered into Agreement No. 23-0069 with ICF Jones & Stokes to help prepare Phase 1: Develop HCP Strategy and Approach for a not-to-exceed amount of $81,310. This First Amendment is to help prepare for Phase 2: Prepare Public Draft HCP and Public Draft California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents.

Authorizing this First Amendment for Phase 2 for a not-to-exceed amount of $618,617 and increasing the not-to-exceed agreement amount to $699,927, will allow the City to prepare the public draft Livermore Habitat Conservation Plan and CEQA/NEPA documents.

DISCUSSION

The Livermore area includes habitat for several state and federally listed endangered species, such as the Vernal Pool Fairy Shrimp, the California Red-Legged Frog, and the Tiger Salamander within its urban growth boundary. The proximity of open space, natural streams, and preserves to urban development in

Livermore creates a challenge for the City to obtain necessary permits for the construction of capital improvements and maintenance projects within environmentally sensitive areas. These permitting challenges result in project delays, higher project costs, and complex mitigation requirements, making it more difficult for the City to maintain its infrastructure and implement capital improvement projects in a timely and efficient manner.

The Habitat Conservation Plan is a federal permitting document that defines a comprehensive approach to endangered species permitting. Developing a Habitat Conservation Plan will provide multiple benefits to the City including comprehensive habitat conservation planning, streamlined permitting for maintenance and capital improvement projects, and potential reduced costs for federal endangered species regulatory compliance and mitigation.

On February 13, 2023, the City Council adopted a resolution approving the filing of a grant application and accepting grant funds in the amount of $700,000 from California Department of Fish and Wildlife for the Livermore Habitat Conservation Plan (HCP). On April 3, 2023, the City entered into Agreement No. 23-0069 with ICF Jones & Stokes to help prepare Phase 1: Develop HCP Strategy and Approach for a not-to-exceed amount of $81,310.

This First Amendment is for Phase 2: Prepare Public Draft HCP and Public Draft California Environmental Act (CEQA) and National Environmental Policy Act (NEPA) documents is for a not-to-exceed amount of $618,617. The Phase 2 scope of work is the remainder of the work detailed in the grant agreement between the City and the California Department of Fish and Wildlife. Authorizing this First Amendment for Phase 2 will allow the City to prepare the public draft Livermore Habitat Conservation Plan and CEQA/NEPA documents.

ENVIRONMENTAL DETERMINATION

Authorization for the City Manager to sign the First Amendment is not considered a project under the CEQA pursuant to the Public Resources Code, Chapter 2.5, Section 21065. The preparation of the Habitat Conservation Plan will not cause direct physical change or reasonably foreseeable indirect change in the environment. No lease, permit, certificate, or entitlement is being issued at this time. Programmatic Environmental Compliance Review pursuant to CEQA, NEPA, and the National Historic Preservation Act will be performed in the development phase of the Habitat Conservation Plan.

FISCAL AND ADMINISTRATIVE IMPACTS

The total contract amount with this First Amendment is for a not-to-exceed amount of $699,927, and the project is expected to be completed during FY 2023-25. The funding for the preparation of the Habitat Conservation Plan is budgeted in the FY 2023-25 Operating Budget. No additional appropriations are necessary.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

3: Help the City fulfill its obligations under state and federal environmental regulations, and in response to regulatory oversight

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment

Prepared by: Pam Lung
Special Projects Coordinator

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH ICF JONES AND STOKES, INC. FOR THE LIVERMORE HABITAT CONSERVATION PLAN, INCREASING THE NOT-TO-EXCEED AMOUNT TO $699,927

The Habitat Conservation Plan is a federal permitting document that defines a comprehensive approach to endangered species permitting. Developing a Habitat Conservation Plan will provide multiple benefits to the City of Livermore ("City"), including comprehensive habitat conservation planning, streamlined permitting for maintenance and capital improvement projects, and potential reduced costs for federal endangered species regulatory compliance and mitigation.

On April 3, 2023, the City entered into Agreement No. 23-0069 with ICF Jones & Stokes, Inc. for Phase 1: Develop HCP Strategy and Approach for a not-to-exceed amount of $81,310. This First Amendment is for Phase 2: Prepare Public Draft HCP and Public Draft California Environmental Act (CEQA) and National Environmental Policy Act (NEPA) documents.

Authorizing this First Amendment for Phase 2 for a not-to-exceed amount of $618,617 and increasing the not-to-exceed amount to $699,927 will allow the City to prepare the public draft Livermore Habitat Conservation Plan and CEQA/NEPA documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to execute a first amendment to the agreement with ICF Jones and Stokes, Inc., attached hereto as Exhibit A, for the Livermore Habitat Conservation Plan, increasing the not-to-exceed amount to $699,927.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
City Attorney

Exhibit A – First Amendment to ICF Jones and Stokes, Inc.'s Professional Services Agreement

EXHIBIT A

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and ICF Jones & Stokes, Inc. ("Consultant"), a Delaware corporation registered in California.

RECITALS

On April 3, 2023, City and Consultant entered into an agreement for Consultant to provide professional environmental services to prepare a Habitat Conservation Plan (HCP) 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 add the Phase 2 Scope of Work for a total not to exceed amount of $699,927. 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 professional services as more particularly set forth in "Exhibit A" to the Original Agreement, and "Exhibit A-1" to this First Amendment which shall be know collectively as "the Services".

   B. Section 5 of the Original Agreement is amended to read as follows:

   Compensation of Payment

   (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $699,927 ("not-to-exceed amount).

      1. The compensation payable by the City to the Consultant for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED the sum of $81,310.

      2. The compensation payable by the City to the Consultant for the Services required by Exhibit A-1 to the First Amendment Agreement SHALL NOT EXCEED the sum of $618,617.

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 administrative costs, and any and all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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.

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:

DocuSigned by:
Hawani Tessema
5ABDD40344394C4...
By: Hawani Tessema
Title: Senior Manager, Contracts

Dated:

8/29/2023 | 2:42 PM PDT

CITY OF LIVERMORE:

_____
Marianna Marysheva
City Manager

Dated:

_____

APPROVED AS TO FORM:

DocuSigned by:
Tara Magganti
245F8B35F34C457...
Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...
Risk Manager/Analyst

Attachments:

Exhibit A - Scope of Work (Phase 1)
Exhibit A-1 Scope of Work Phase 2)
Exhibit B - Insurance Requirements

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EXHIBIT A

City-wide Livermore HCP Support

SCOPE OF WORK

This scope of work outlines the tasks that ICF Jones & Stokes, Inc. (ICF) will undertake in assisting the City of Livermore (City) to support the development of a City-wide Livermore Habitat Conservation Plan (Livermore HCP) under Section10(a)(1)(b) of the Endangered Species Act (ESA).

ICF recommends the following three-phase approach to HCP development:

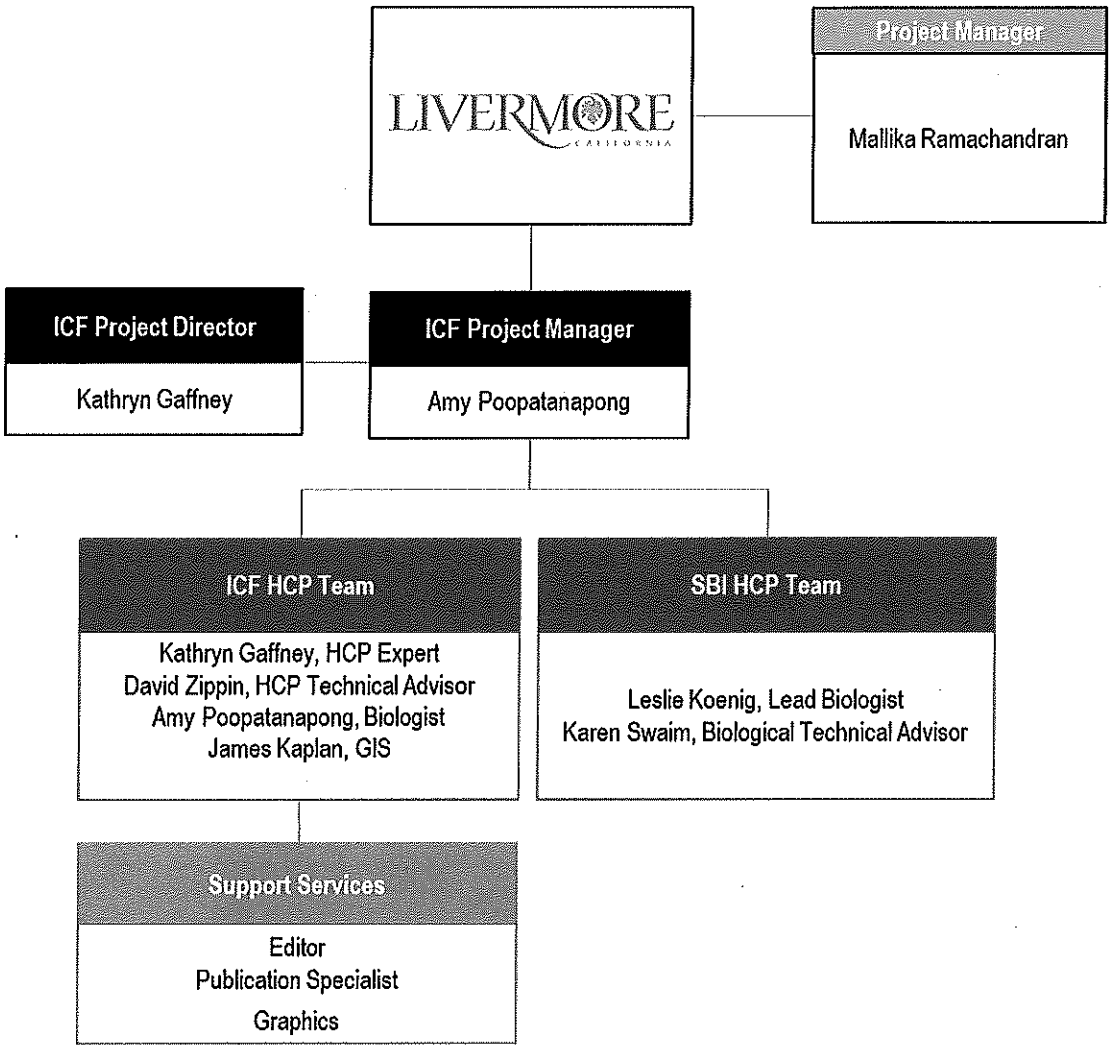
- Phase 1: Develop HCP strategy and approach;
- Phase 2: Prepare Public Draft HCP and Public Draft CEQA/NEPA documents; and
- Phase 3: Finalize HCP and CEQA/NEPA documents and prepare state 2081(b) permit application.

Phase 1 of HCP development will provide strategic planning in support of determining the foundational elements of the Livermore HCP such as the permit area, covered activities, covered species, and applicants, and is the focus of this proposal. Phase 1 will conclude with a draft scope, schedule, and cost estimate for future phases of the HCP development process. Phase 2 of the HCP will focus on preparing the HCP document and environmental compliance documents to satisfy CEQA and NEPA. Phase 2 would end when these documents are released for public review. Phase 3 of the project includes responding to public comments and completing the HCP and CEQA/NEPA documents so that U.S. Fish and Wildlife Service (USFWS) can issue its incidental take permit. Phase 2 and Phase 3 are subsequent phases of HCP development and are not included in this scope.

Specific tasks included in this Phase 1 scope consist of project management functions for the Livermore HCP (Task 1) and strategic planning to determine the scope of the Livermore HCP (Task 2). These tasks are described in more detail below. ICF assumes this work will commence on or about April 1, 2023 and will require approximately seven months to complete. All tasks will be completed within the available budget.

ICF Team Organization

Our organizational chart is provided below. This team will lead the strategic planning process to determine the scope of the HCP. The ICF Team will be expanded in Phase 2.



Task 1 – Project Management and Administration Support

Subtask 1.1. Project Management and Administration

ICF will support the City with project management and administration services to coordinate with California Department of Fish and Wildlife (CDFW) and USFWS under its ESA Nontraditional Section 6 Grant for Conservation Planning Assistance, won during fiscal year 2022. Project management will include management of all tasks and subtasks presented in this scope, including ensuring timely progress and complete deliverables.

Assumptions

- The budget proposed for Task 1 in this scope of work only covers project management, administrative support, and meetings in support of completing Task 2.

Deliverables

- Monthly invoices provided in a format suitable for submittal to CDFW for grant reimbursement.

Subtask 1.2. Meetings

This subtask will include regular check-in calls (at least bi-weekly) with City staff to coordinate workplan and discuss draft deliverables, meetings with regulatory staff, and any other meetings as needed to support HCP development excepting meetings internal to ICF which will be billed according to the deliverable discussed. These meetings will be the primary means for the City to communicate their comments to ICF on draft work products and the emerging issues of Livermore HCP development. These meetings will also be the primary way in which ICF will answer questions from City staff regarding draft work products and the HCP process in general. Meetings under this task will also help coordinate review of draft materials by regulatory agencies (USFWS at a minimum, but ideally will also include CDFW staff).

Assumptions

- ICF's project management team (including the project manager and up to two additional staff) will participate in bi-weekly check-in calls with the City. Each check-in call will be 60 minutes and will require 30 minutes of preparation by ICF's project management team, for a total of 1.5 hours for each meeting.
- Up to one additional monthly meeting with the City of two (2) hours in length.
- Up to three (3) ICF staff will attend one (1) in-person meeting every quarter (every three months). Remaining meetings will be web-based. Time for travel to one quarterly meeting is included in the cost estimate.
- ICF will participate in up to one (1) monthly call or meeting with regulatory agency staff. If these meetings are held in person, they will be scheduled to align with the quarterly in-person meeting with the City.

Deliverables

- Agendas and meeting notes for every meeting.
    - Agendas and meeting notes for calls or in-person meetings with the City only will be maintained on a SharePoint site hosted by ICF to which the City will have access, or other mutually agreeable arrangement.
    - Agendas and meeting notes for meetings with regulatory agency staff will be provided at least 7 calendar days prior to each meeting. Meeting notes will be provided to City staff for review within 7 calendar days following each meeting.

Task 2 – Strategic Planning and Determining Scope of HCP

ICF will support the City in conducting strategic planning for the Livermore HCP. ICF will develop a series of memos to help guide discussion with CDFW and USFWS about the content of the Livermore HCP. Completion of these memos may include limited field work, but focused species or vegetation surveys are not proposed as part of this scope of work. While the HCP is a species-centered permitting process under the federal HCP, larger city-wide and regional HCPs often have many tie-ins to state species permitting as well as to permitting of impacts to regulated aquatic resources.

This is certainly the case for Livermore, where the City has been implementing a program addressing stream maintenance for the past 5 years. ICF will develop each of the following memos with this need in mind.

Assumptions

- Completion of each subtask will result in a memorandum capturing the process used to reach the outcome described in the memo. Each memo will be developed through a series of revisions, first based on City feedback and then based on regulatory agency feedback.
- HCPs are developed based on best available science. Primary sources of information for this effort will be existing planning efforts including the Livermore Stream Maintenance Program (SMP), East Alameda County Conservation Strategy, and East Bay Regional Conservation Investment Strategy.
- Field work will be limited to a reconnaissance level site assessments as needed.

Deliverables

- ICF will provide the City with draft memos to review and to provide comments. Up to (2) rounds of comments from the City will be incorporated into the draft memos, and up to (2) rounds of comments from wildlife agency staff will be incorporated into the final deliverable.

Subtask 2.1. Covered Activities

ICF will work with the City to identify potential covered activities focusing on current land use planning efforts and public infrastructure maintenance projects (e.g., stream maintenance projects, road maintenance). ICF will screen potential covered activities against a clear set of criteria, the development of which will be guided by ICF and informed by the City.

Subtask 2.2. Plan Area and Permit Area

The permit area will include all areas where covered activities and expected conservation actions that have the potential to affect the covered species will occur. The plan area may be the same as the permit area, but could be a larger geography (e.g., complete watersheds). The memo will consider locations of anticipated CIP projects, locations of future maintenance activities, areas where indirect impacts may occur, areas where conservation action may occur, important topographic or hydrologic boundaries, habitat or natural community boundaries, and land use boundaries. The memo will include figures to illustrate the proposed areas. Data will be incorporated into the analysis to the extent that geographic information system (GIS)-formatted data (e.g., ESRI shapefiles) is readily available to ICF (either publicly or provided by the City).

Subtask 2.3. HCP Applicants and Stakeholders

ICF will work with the City to confirm whether it is developing a single- or multiple-applicant HCP, and the level of stakeholder engagement the City wishes to provide. The final memo will include a summary of the outcomes of calls the City has already held, and any follow-up outreach conducted by the City. Depending on the scope of the covered activities, special districts and/or local governments (e.g., Zone 7 Water Agency, Alameda County Transportation Commission, Livermore Area Recreation and Parks District) may also wish to be considered.

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Subtask 2.4. Covered Species

Covered species are those species that will be listed on the incidental take permit issued by USFWS. Based on the covered activities, permit area, and likely HCP applicants, ICF will draft a list of potential covered species for City and wildlife agency consideration. ICF will consider including species that are federally or state listed, as well as species that may become listed during the expected term of the permits. Species selection will consider the species occurrence, regulatory status, degree to which projects are likely to impact the species, and if data exists to evaluate impacts and identify viable and appropriate conservation actions to address impacts. ICF does not currently anticipate a need to cover listed fish regulated by the National Marine Fisheries Service, but we will confirm the appropriateness of this assumption as a component of this memo.

Subtask 2.5. Effects Analysis Methods

HCP regulations require that the amount of take requested under an incidental take permit be quantified. The effects analysis methods describe the process by which impacts to species are measured and quantified under the HCP. ICF will draft the methods for review and approval by the wildlife agencies before actually conducting the analysis to help ensure that the methods used align with the expectations of the regulating agencies.

Subtask 2.6. Conservation Strategy Framework

ICF will work together with the City and wildlife agencies to develop a framework that will serve as the foundation for eventual development of the conservation strategy. A key objective is to solicit early input from the wildlife agencies, as well as the agencies regulating aquatic resources, to ensure support for the conservation strategy approach throughout HCP development. This work will include a review of covered species recovery plans and other relevant documents (such as the East Bay RCIS) as recommended by the City and regulatory agencies. This work may also result in initial drafting of the biological goals and objectives, a required component of HCPs.

Subtask 2.7. Implementation Strategy Framework

A key piece of HCP development is framing up how the HCP will be implemented, including identifying all the roles and responsibilities that accompany HCP implementation, particularly as required by the permittee (in this case, the City). ICF will work with the City to ensure that its responsibilities are clearly defined and understood before the City embarks on Phase 2 of HCP development.

Subtask 2.8. Draft Permit Term

The permit term of an HCP is the length of time for which the incidental take permit is valid and during which a permittee may undertake activities covered by the permit. The permit term is also the time period in which all mitigation and conservation measures must be accomplished. Several factors are considered when selecting a permit term, including guidance from regulatory agencies, the time horizons of covered activity implementation, and the time necessary to implement the conservation strategy. ICF will support the City in beginning to consider an appropriate permit term for its HCP.

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Cost Estimate and Hourly Rates

The cost estimate to complete the scope described above is included in the attached spreadsheet (Table 1) and includes a not to exceed project amount of $81,310.00, including direct expenses associated with travel and project supplies. ICF will charge a 5% mark-up on other direct costs such as travel and field supply costs. ICF will not charge a mark-up on time and expenses accrued by SBI. Budget may be moved between tasks as needed, but the overall contract amount will not be exceeded without a contract amendment.

Hourly rates for staff in the organizational chart are included in Table 1. Staff not listed in the organizational chart would be billed based on their respective firm (ICF or SBI) and labor category as shown in Table 2.

Table 2. Schedule of Hourly Rates By Labor Category

ICF Labor Category	Hourly Rate				
	2023	2024	2025	2026	2027
Sr. Project Director	$305	$310	$315	$315	$320
Project Director	$280	$285	$290	$295	$300
Technical Director	$255	$260	$265	$270	$275
Sr. Technical Analyst	$235	$242	$249	$257	$264
Managing Consultant	$220	$227	$233	$240	$248
Sr. Consultant III	$200	$206	$212	$219	$225
Sr. Consultant II	$175	$180	$186	$191	$197
Sr. Consultant I	$165	$170	$175	$180	$186
Associate Consultant III	$155	$160	$164	$169	$174
Associate Consultant II	$140	$144	$149	$153	$158
Associate Consultant I	$130	$134	$138	$142	$146
Assistant Consultant	$120	$124	$127	$131	$135
SBI Labor Category	**2023**	**2024**	**2025**	**2026**	**2027**
Principal	$195	$201	$207	$213	$219
GIS Manager	$175	$180	$186	$191	$197
Principal Biologist I	$165	$170	$175	$180	$186
Program Manager	$160	$165	$170	$175	$180
Principal Regulatory Specialist	$150	$155	$159	$164	$169
Assistant Project Manager	$130	$134	$138	$142	$146
Biologist III	$135	$139	$143	$148	$152
Biologist II	$115	$118	$122	$126	$129

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EXHIBIT A

City of Livermore HCP

	Consulting Staff					ICF Production Staff			Subcontractors				
Employee Name	Gaffney	Poopatanapong	Zippin	Kaplan		Editor TBD	Pub Spec TBD		Swaim				
	Kathryn	Amy	David	James					Biological Inc.				
Project Role	Project Director	Project Manager	Sr. Advisor	GIS		Editor	Pub Spec		Biology Lead				
Labor Classification	Mng Consult	Sr Consult I	Sr Proj Dir	Assoc Consult I		Editor	Pub Spec						
Task					Subtotal			Subtotal		Subtotal	Labor Total	Direct Costs	Total Price
Task 1. Project Management and Administration Support					$0			$0		$0	$0		$0
Subtask 1.1. Project Management	7.0	14.0			$3,850			$0		$0	$3,850		$3,850
Subtask 1.2. Meetings	28.0	46.0			$13,750			$0	$6,930	$6,930	$20,680		$20,680
Task 2. Strategic Planning and Determing Scope of HCP					$0			$0		$0	$0		$0
Subtask 2.1. Covered Activities	4.0			24.0	$4,000	5.00	5.00	$1,200	$390	$390	$5,590		$5,590
Subtask 2.2. Permit Area	2.0		1.0	16.0	$2,825	5.00	5.00	$1,200		$0	$4,025		$4,025
Subtask 2.3. HCP Applicant and Stakeholders	1.0	4.0			$880	5.00	5.00	$1,200	$330	$330	$2,410		$2,410
Subtask 2.4. Covered Species	2.0	12.0	2.0	8.0	$4,070	5.00	5.00	$1,200	$8,400	$8,400	$13,670		$13,670
Subtask 2.5. Effects Methods	12.0	4.0			$3,300	5.00	5.00	$1,200	$660	$660	$5,160		$5,160
Subtask 2.6 Cons Strategy Framework	2.0	40.0	2.0		$7,650	5.00	5.00	$1,200	$6,990	$6,990	$15,840		$15,840
Subtask 2.7. Implementation	4.0	8.0			$2,200	5.00	5.00	$1,200	$2,370	$2,370	$5,770		$5,770
Subtask 2.8. Permit term	2.0	6.0	1.0		$1,735	5.00	5.00	$1,200	$330	$330	$3,265		$3,265
Total hours 332.0	64.0	134.0	6.0	48.0		40.0	40.0						
Billing Rates	$220.00	$165.00	$305.00	$130.00		$125.00	$115.00						
Subtotal	$14,080	$22,110	$1,830	$6,240	$44,260	$5,000	$4,600	$9,600	$26,400	$26,400	$80,260		
Other Direct Costs													
523.05 Travel, Auto, incld. Mileage at current IRS rate (.655/mile)												$750	
529.00 Other Reimbursable Expenses												$250	
Mark-up on Direct Expenses : 5%												$50.00	
Direct expense subtotal												$1,050.00	
Total price													$81,310.00

EXHIBIT A-1

Phase 2 Livermore HCP Support

SCOPE OF WORK

This scope of work outlines the tasks that ICF Jones & Stokes, Inc. (ICF) will undertake in assisting the City of Livermore (City) to complete development of the Livermore Habitat Conservation Plan (Livermore HCP) under Section10(a)(1)(b) of the Endangered Species Act (ESA). ICF is teamed with Swaim Biological, Inc. (SBI), a local, certified Small Business Enterprise, Disadvantaged Business Enterprise (DBE), and Woman-Owned Business Enterprise.

ICF's scope of work follows a three-phased approach to HCP development:

- Phase 1: Develop HCP strategy and approach;
- Phase 2: Prepare Public Draft HCP and Public Draft CEQA and NEPA documents; and
- Phase 3: Finalize HCP and CEQA and NEPA documents and prepare state 2081(b) permit application.

ICF is currently contracted with the City to complete Phase 1. This scope of work addresses tasks associated with Phases 2. Phase 2 of the HCP will focus on preparing the public draft HCP document and environmental compliance documents to satisfy CEQA and NEPA requirements. Phase 2 will conclude when these documents are released for public review.

Prior to August 2017 when Secretarial Order (SO) 3355 was issued to streamline the timelines for NEPA compliance, CEQA and NEPA compliance for HCPs was typically undertaken simultaneously and the final product often a combined CEQA/NEPA document. While SO 3355 has since been repealed, NEPA retains stricter timelines for completion than apply to the CEQA process. As a result, ICF now typically separates development of CEQA and NEPA documents. While the final decision on type of CEQA and NEPA document lies with the respective Lead Agency (the City for CEQA and USFWS for NEPA), this scope assumes the CEQA and NEPA analyses will be conducted in separate documents.

The individuals preparing the HCP will be distinct and unique from individuals preparing the CEQA and NEPA documents. We have designed our Phase 2 team for the CEQA and NEPA documents to have no overlap in staff working on Phase 1 or HCP components of Phase 2, with the exception that staff developing the Geographic Information System (GIS) or graphic-based figures and editorial staff may be the same. This will allow us to separate the CEQA/NEPA team from the HCP team with a firewall, which is necessary for USFWS to direct the independent work of this team on the NEPA document. The NEPA document must provide an independent assessment of the effects of implementing the HCP on the human environment, so this separation and firewall is critical to demonstrate that independence.

While the focus of this scope is to pursue an ESA Section 10 permit to address federal listed species regulatory compliance and to coordinate impact mitigation into a landscape-level conservation

program, the City, as a subrecipient of a Non-traditional HCP Planning Assistance Grant (Section 6 Grant), will engage California Department of Fish and Wildlife (CDFW) as a partner in HCP development to ensure that the requirements of the HCP are consistent with California Endangered Species Act (CESA) permitting requirements, which will facilitate future CESA permits. CDFW will also likely contribute to the direction and content of the CEQA document as a CEQA Responsible and Trustee Agency.

To support tasks utilizing GIS for resource mapping and to facilitate visualizing data, ICF may refresh and update a WayPoint website that was previously drafted to support staff internally. Because WayPoint is a customizable data viewing tool, it will allow the City and USFWS and California Department of Fish and Wildlife (CDFW; collectively *wildlife agencies*) staff the ability to access, view, and navigate data developed for the HCP through a password-protected website.

All final deliverables required to be submitted to a state or federal agency for public review must be formatted in compliance with Section 508 of the Rehabilitation Act of 1973 and California Assembly Bill No. 434 of 2017, allowing screen-reader software to read the document aloud.

All text documents for review will be delivered electronically by SharePoint or other file transfer platform in Microsoft Word format unless otherwise noted or required in PDF. All figures developed using GIS will be provided in PDF format. All tasks will be completed within the available budget.

Task 1 – Project Management and Administration Support

USFWS requires that the consultant team developing the NEPA document be separate and independent from the team developing the HCP. As such, separate project management subtasks are proposed for the HCP and for the CEQA and NEPA documents.

Subtask 1.1. HCP Project Management and Administration

This task was included under our Phase 1 scope and will continue under Phases 2 in support of HCP development. Time allocated to this task in the Phase 1 budget will be used during implementation of Phase 1 tasks. Budget included in this amendment will be used during implementation of Phase 2 tasks. Phase 1 is currently scheduled to conclude in November 2023, but could extend as late as February 2024.

ICF will support the City with project management and administration services to coordinate with CDFW and USFWS under its ESA Nontraditional Section 6 Grant for Conservation Planning Assistance (Section 6 Grant), won during fiscal year 2022. Project management will include management of all tasks and subtasks presented in this scope, including ensuring timely progress and complete deliverables. This task also includes development and one round of revision to a Data Management Plan as required by the Section 6 Grant.

Assumptions

- Invoicing for both the HCP and the CEQA and NEPA documents will be completed under this task. The HCP Project Manager will work with the CEQA/NEPA project manager to ensure the overall invoice is accurate.
- City will obtain from CDFW and provide to ICF a Data Management Plan template.
- City will submit a completed Data Management Plan to CDFW for approval.

- Work required to comply with the Data Management Plan will be incorporated into the workflow of applicable tasks (e.g., GIS work will integrate requirements as a component of tasks requiring GIS data development).

Deliverables

- Monthly invoices provided in a format suitable for submittal to CDFW for Section 6 Grant reimbursement.
- Draft and revised Data Management Plan.

Subtask 1.2. HCP Meetings

This task was included under our Phase 1 scope and will continue under Phases 2 in support of HCP development. Time allotted to this task in the Phase 1 budget will be used during implementation of Phase 1 meetings. Budget included in this amendment will be used during implementation of Phase 2 tasks.

This subtask will include regular check-in calls (at least bi-weekly) with City staff to coordinate workplan and discuss draft deliverables, meetings with regulatory staff, and any other meetings as needed to support HCP development excepting meetings internal to ICF which will be billed according to the deliverable discussed. These meetings will be the primary means for the City to communicate their comments to ICF on draft work products and the emerging issues of Livermore HCP development. These meetings will also be the primary way in which ICF will answer questions from City staff regarding draft work products and the HCP process in general. Meetings under this task will also help coordinate review of draft materials by regulatory agencies (USFWS at a minimum, but ideally will also include CDFW staff).

Assumptions

- Schedule estimates assume that the City and regulatory staff will remain engaged in the HCP and environmental development process and provide timely review and feedback.
- Phase 2 will require approximately 20 months to complete work on the HCP. The CEQA and NEPA documents will trail the HCP, with a targeted release of the Public Draft HCP, Public Draft Environmental Impact Report (EIR), and Public Draft Environmental Assessment (EA), by January 31, 2026.
- ICF's project management team (including the project manager and up to two additional staff) will participate in approximately bi-weekly check-in calls with the City. Each check-in call will be 60 minutes and will require 30 minutes of preparation by ICF's project management team, for a total of 1.5 hours for each meeting.
- Up to one additional bi-monthly meeting with the City of two (2) hours in length. Meetings will primarily be conducted by video conference, but one (1) semi-annual meeting is assumed to occur in person.
- ICF will participate in up to one (1) monthly call or meeting with regulatory agency staff up to 2 hours in length. If these meetings are held in person, they will be scheduled to align with the quarterly in-person meeting with the City.
- The City will be the lead, if not only, applicant. ICF will not be requested to organize any additional routine meetings with other HCP participants.

- Meetings for public scoping of the environmental documents are not included under this task.

Deliverables

- Agendas and meeting notes for every meeting.
  - Agendas and meeting notes for calls or in-person meetings with the City only will be maintained on a SharePoint site hosted by ICF to which the City will have access, or other mutually agreeable arrangement.
  - Agendas and meeting notes for meetings with regulatory agency staff will be provided at least 7 calendar days prior to each meeting.

Subtask 1.3. CEQA/NEPA Project Management and Meetings

This task includes the ICF CEQA/NEPA team meeting regularly with the Lead Agencies to discuss key issues related to CEQA and NEPA document development in Phase 2. We assume approximately 12 monthly meetings and an additional up to 6 other meetings to coordinate, collect information, and discuss draft work products developed by the ICF CEQA/NEPA team. ICF will provide agendas and meeting notes for these meetings. Additionally, ICF's CEQA/NEPA project management team will provide regular CEQA and NEPA progress reports to the City and USFWS, respectively.

As described in the introduction, this scope assumes separate CEQA and NEPA documents and development processes. However, it will be important to confirm this approach, and as such, ICF will kick off the CEQA and NEPA processes jointly. ICF's CEQA/NEPA project manager and core project members will meet virtually with the City, USFWS, and CDFW to discuss critical project issues, confirm the proposed approach to achieve CEQA and NEPA compliance, and request all relevant data and materials to conduct the environmental analyses for the project. Final concurrence by the Lead Agencies of the proposed approach would occur after a complete or near-complete version of the first administrative draft of the HCP is available for their review. Following the meeting, ICF will prepare a strategy memo summarizing CEQA and NEPA approaches.

Assumptions

- As a California Trustee Agency for the State's fish, wildlife, and plant resources and as a Responsible Agency for some of the project actions, CDFW will participate in reviewing the CEQA document.
- All project management meetings will be web-based. (Public scoping meetings will be in person; see Task 5.3.)
- Participation in up to 12 meetings with the City held approximately monthly and up to six (6) additional meetings. Each meeting will be 60 minutes and will require 30 minutes of preparation by ICF's project management team, for a total of 1.5 hours for each meeting.
- Up to one additional monthly meeting with USFWS staff of two (2) hours in length.

Deliverables

- A memo describing the CEQA and NEPA compliance strategy. Up to (2) rounds of comments from the City and USFWS will be incorporated into the draft memo.

- Agendas and meeting notes for calls or meetings with the Lead Agencies will be maintained on a SharePoint site hosted by ICF to which the City will have access, or other mutually agreeable arrangement.
- Agendas for meetings with the Lead Agencies will be provided at least 7 calendar days prior to each meeting. Meeting notes will also be provided to the Lead Agencies within 7 calendar days of the meeting.

Task 3 – HCP Technical Analyses

The City will be faced with many important decisions during HCP development. Many of these key decisions include issues that were first discussed during Phase 1, including which species will be covered, what activities will be covered, and what area the permit will cover. Nonetheless, preparation of an HCP document is a highly iterative process. To facilitate the development process and to provide for efficient decision making, ICF will separately prepare and provide for review individual chapters or portions of the document following a similar approach to that used in Phase 1.

ICF will work with the City to determine the best approach to framing the critical information for HCP development to support decision making. In some cases, decisions will be introduced, framed, and documented through a standalone memo. In other cases, it may be more efficient to frame the topic and document the decision as a section of a draft chapter of the HCP. This approach will streamline developing the HCP and help provide context for reviewers. Another tool ICF utilizes for streamlining client and agency review is track changes. Materials will be provided in Microsoft Word whenever possible, and reviewers will utilize track changes and comment bubbles to provide edits and other feedback. ICF will accept all changes provided, respond to all comments in the same comment bubble, and will add new text revisions in track so that subsequent review can be focused only on those changes that occurred since the previous review.

The following is a draft outline for the HCP. This structure is somewhat simpler than other local regional plans due to the current assumption this HCP will have a single application and focus primarily on City work, and generally be less complex than other local HCPs.

- Executive Summary
- Chapter 1. Introduction
- Chapter 2. Existing Conditions
- Chapter 3. Covered Activities
- Chapter 4. Assessment of Take
- Chapter 5. Conservation Strategy and Monitoring and Adaptive Management
- Chapter 6. Conditions on Covered Activities
- Chapter 7. Implementation, Cost, and Funding
- Chapter 8. Alternatives to Take
- Chapter 9. Literature Cited
- Appendix A. Glossary
- Appendix B. List of Preparers
- Appendix C. Covered Species Considered
- Appendix D. Covered Species Accounts
- Appendix E. HCP Cost Data and Model

All aspects of HCP development will be heavily informed by regulatory requirement and guidance, including USFWS's and NMFS's 2016 *Habitat Conservation Planning and Incidental Take Permit Processing Handbook* (also called the HCP Handbook, available here).

The following subtasks outline efforts by topic area.

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Subtask 3.1. Confirm Covered Activities

The HCP will identify the activities that could result in *take* of covered species and that will be covered by the HCP. A draft memo describing the covered activities criteria, selection process, data sources and a brief description of covered activities will be developed in Phase 1. ICF will assist the City in expanding and refining the initial description of covered activities and will draft in chapter format the covered activities section of the HCP. Work includes up to two (2) days of site visits to see City facilities or other resources that may be addressed in the HCP.

Assumptions

- Up to two (2) field site visits with the City of four (4) hours in length, not including travel. Up to three (3) ICF staff will attend the field site visits.

Deliverables

- ICF will provide the City up to two (2) drafts of the HCP sections addressing covered activities. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.2. Confirm Permit Area

The permit area is the area defined in an HCP where all covered activities will occur, including conservation actions for which take coverage is requested. A draft memo proposing a permit area will be developed in Phase 1. ICF will assist the City in confirming the permit area for the HCP and will draft in chapter format text describing the plan and permit area.

Assumptions

- The plan area will be the same as the permit area.

Deliverables

- ICF will provide the City with draft HCP sections addressing plan and permit area to review and to provide comments. Work will include revisions to maps developed in Phase 1. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.3. Confirm Covered Species, Develop Species Accounts, and Habitat Distribution Models

Covered species are those species that will be listed on each Incidental Take Permit (ITP) issued by USFWS. This scope of work and cost estimate assumes that there will be up to ten species covered by the HCP and no listed salmonid species, which are regulated by the National Marine Fisheries Service (NMFS). A draft memo proposing an initial list of covered species will be developed in Phase 1. ICF will assist the City in confirming the covered species and will draft in chapter and appendix format the text describing the covered species consideration and selection process.

Until recently, salmon and steelhead trout—several species of which are listed under the Federal ESA—have not been able to gain access to the upper watershed of Alameda Creek. With the retrofit of the weir supporting the BART alignment to include fish passage, anadromous fish have been observed using the fish ladder and gaining access to the Alameda Creek system. ICF does not propose covering salmonids under this HCP, however, the City will likely be asked to provide information to USFWS and NMFS describing the potential for listed fish to occur in streams to be

affected by covered activities and the potential impacts of covered activities on listed anadromous fish. Time is included in this task to address questions and some level of analysis related to listed salmonids.

Once species are confirmed, ICF will prepare an ecological profile for each covered species, tailored to the draft HCP permit area. Draft species accounts will be provided for review by the City and the wildlife agencies to ensure that they include relevant information for directing species conservation in the permit area. These accounts will not be comprehensive compilations of all that is known about a species (i.e., not a treatise), but summaries of the important information needed to support the development of the HCP, specifically the effects analysis and conservation strategy. Species accounts will be included as an appendix to the HCP.

While the methods for conducting the effects analysis have not been confirmed with the wildlife agencies, this scope anticipates that the primary tool for quantifying take will be estimates of modeled habitat loss associated with implementation of covered activities. ICF anticipates that these estimates of habitat loss will be based, in part, on species habitat suitability models, as well as field data of occurrence as available for the permit area. Species habitat models rely on data that can be conveyed through a GIS such as elevation, habitat connectivity, soil type, proximity to different land cover types, and species movement distances. A key data source for these models is land cover data. ICF developed a land cover layer and species habitat models as part of development of the Eastern Alameda County Conservation Strategy. This data remains the best available data for eastern Alameda County, and ICF will use this land cover data as the basis for modeling species habitat, integrating any readily available updates. Additionally, we will use best available habitat models as a starting point for modelling work, drawing from the recent PG&E's Bay Area O&M HCP model parameters and from available information under the East Bay Regional Conservation Investment Strategy.

Species models may not be feasible for all covered species because of a lack of understanding of species habitat requirements, insufficient data, habitat parameters that occur on a scale too fine to map regionally, or a combination of these factors. We assume that up to ten species habitat distribution models will be developed for the HCP.

Assumptions

- ICF will be able to confirm the covered species based on existing and available data; no field surveys are included for this purpose.
- Species models are largely based on land cover mapping. ICF will use the same land cover mapping as developed for one of the recent conservation planning efforts covering the Livermore region: either the East Bay Regional Conservation Investment Strategy or the East Alameda County Conservation Program (which was used for the Livermore Stream Maintenance Program); ICF will not need to update or create new land cover data.
- To the extent available, species accounts will be a refinement of the focal species profiles developed for the East Bay Regional Conservation Investment Strategy.
- ICF will use the same species model parameters as developed for the East Bay Regional Conservation Investment Strategy which was completed in 2021 and updated work originally done under the East Alameda County Conservation Strategy. Models will be updated only to address very recent changes in best available data.

- The following ten federally listed or likely to be federally listed species will be covered in the HCP: California tiger salamander, California red-legged frog, western pond turtle, northwestern spadefoot toad, Alameda whipsnake, vernal pool fairy shrimp, Monarch butterfly, Crotch bumble bee, mountain lion, and palmate-bracted bird's-beak.
- Covered species do not include listed salmonid species; therefore, NMFS engagement will not be needed.
- Species accounts will incorporate by reference foundational literature for each species and will primarily focus on Livermore-specific population status, threats and stressors, and modeled habitat parameters.
- Habitat models will be the primary tool for tracking units of take and for targeting potential mitigation sites.

Deliverables

- Up to one (1) draft of the HCP sections addressing covered species. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.4. Assess Effects and Level of Take

ICF will evaluate each covered activity, as well as components of each covered activity, to identify the mechanisms that could result in direct or indirect effects on covered species or ESA-designated critical habitat. These impact mechanisms will be linked to each covered species in a matrix and narrative description.

In collaboration with the City and the wildlife agencies, ICF will identify the appropriate methods for measuring levels of take (e.g., area of habitat affected, number of individuals or populations taken) for each covered species resulting from covered activities in the permit area. During Phase 1, ICF will develop a draft memo including the main features for consideration in the proposed method for evaluating impacts to covered species. ICF will expand this analysis and further describe the impacts to proposed covered species. ICF will utilize existing survey data (as opposed to conducting new surveys to support the analysis) and will analyze the potential issues associated with using existing data. ICF will also describe the potential indirect effects to covered species in qualitative terms because indirect effects (and the resulting take from indirect effects) are difficult to quantify on a regional scale. ICF will draft in chapter format text describing both the methods used and a draft analysis of the effects.

Deliverables

- Up to two (2) drafts of the HCP sections addressing the effects analysis. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.5. Develop Conservation Alternatives, Draft Biological Goals and Objectives, and Prepare Monitoring and Adaptive Management Program

ICF will work with the City and wildlife agencies to develop a functional and practicable conservation strategy designed to meet the regulatory guidance of fully offsetting the impacts of the taking of each covered species. Our approach to the conservation strategy emphasizes laying solid groundwork on which the conservation measures will be built. We will seek consensus on components of the conservation strategy as it is developed and solicit input from the wildlife

agencies as the strategy is developed to provide a better chance of the wildlife agencies accepting key elements of the conservation strategy later on.

A draft memo describing the conservation strategy framework will be developed in Phase 1. That work will inform what conservation alternatives are available for the conservation strategy. Once general agreement on appraoch to the conservaiton strategy is determined through discussions with the City and wildlife agencies, ICF will prepare biological goals and objectives for each covered species for review by the City and the wildlife agencies.

Throughout the conservation strategy development process, biological goals and objectives and the conservation measures identified to implement the biological goals and objectives will be adjusted or recombined to form different alternatives from which the City and wildlife agencies can identify the final conservation strategy for inclusion in the public draft HCP.

Finally, ICF will begin to develop a monitoring program framework that will help ensure in implementation that the biological goals and objectives are both being implemented and that they are achieving the desired outcome. The monitoring will focus on two primary components: compliance monitoring and effectiveness monitoring. A component of the monitoring program is the adaptive management which will be used to refine the conservation measures to ensure the biological goals and objectives are met.

Deliverables

- Up to two (2) drafts of the HCP sections addressing the conservation strategy framework for the final approved covered species list. Subsequent drafts will be incorporated into the full administrative draft HCP.
- Up to two (2) drafts of the HCP sections addressing the biological goals and objectives for the final approved covered species list. Subsequent drafts will be incorporated into the full administrative draft HCP.
- Up to two (2) drafts of the HCP sections addressing monitoring and adaptive management. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.6. Develop Cost and Funding Plan

ICF will develop the cost and funding plan for the HCP as required by the ESA to allow USFWS to make a finding for permit issuance documenting the adequacy of the cost estimate to implement the ITP and associated funding strategy. Costs associated with the HCP will be identified and estimated for the following:

- Implementing HCP conservation measures;
- Conducting management and monitoring;
- Implementing habitat restoration and remedial measures;
- Facilitating land acquisition and due diligence (e.g., appraisals, pre-acquisition biological surveys, legal fees); and
- Administering HCP implementation.

ICF will develop an Excel cost model to document these costs in a way that can be easily updated and refined as the HCP evolves. Depending on the ultimate complexity of this work, ICF may retain a subconsultant to support this work.

Because this analysis relies heavily on the draft conservation measures, it will be one of the final tasks undertaken in this scope of work. We anticipate this work will be conducted in July and August 2024.

Deliverables

- Up to two (2) drafts of the HCP sections addressing the cost and funding of the HCP. Work includes a list of assumptions, draft Excel cost model, and draft funding strategy. Subsequent drafts will be incorporated into the full administrative draft HCP.

Subtask 3.7. Prepare Implementation Plan and Assurances

The implementation chapter of the HCP will describe key elements related to HCP implementation, including:

- Which organization(s) will implement one or more of the conservation measures;
- Structure and roles of the organization(s) that will implement the HCP;
- Role of outside parties (e.g., regulatory agencies, scientists) in implementing the HCP;
- Timeline for implementation;
- Approach to implementing conservation measures;
- Reporting requirements to the regulatory agencies;
- Standards and procedures for amending the HCP or the permit, if necessary; and
- Permit suspension or revocation.

The regulatory assurances section of the implementation chapter will describe several types of assurances including those requested by the City of the regulatory agencies (e.g., no surprises, funding commitments, staff participation in implementation); those requested by the regulatory agencies of the City (e.g., funding and implementation commitments); and, possibly, those requested by other groups (e.g., Participating Special Entity protections). The assurances section will also include definitions and descriptions of changed circumstances, unforeseen circumstances, and remedial measures for changed circumstances presented in the HCP. ICF will develop the assurances section to address the needs of the City, the regulatory agencies, and interested stakeholders and to meet regulatory requirements.

Deliverables

- Up to two (2) drafts of the HCP sections addressing HCP implementation and requested assurances. Subsequent drafts will be incorporated into the full administrative draft HCP.

Task 4 – HCP Document

Subtask 4.1. 1st Administrative Draft HCP

ICF will compile the work completed in Task 3 and add any remaining content to develop the 1st Administrative Draft HCP for review. For text that has been previously reviewed, ICF will include in the deliverable a version in track changes (figures and Excel tables cannot be provided in track changes) as well as a new clean copy. The 1st Administrative Draft HCP will include new components such as an analysis of the alternatives to take per the regulatory requirements of the ESA, a Literature Cited chapter, glossary, and all other technical appendices.

Deliverables

- 1st Administrative Draft HCP document in both clean copy and track change format in Word and PDF.

Subtask 4.2. 2nd Administrative Draft HCP

ICF will revise the 1st Administrative Draft HCP to develop the 2nd Administrative Draft HCP based on comments received from the City and wildlife agencies.

Deliverables

- 2nd Administrative Draft HCP document (in both clean copy and track change format in Word and PDF.

Subtask 4.3. Screencheck and Public Draft HCP

ICF will revise the 2nd Administrative Draft HCP to develop the Screencheck Public Draft HCP based on comments received from the City and wildlife agencies. Preparation of the Screencheck Public Draft HCP will include an editorial review of the document in its entirety for consistency of format, terminology, and approach. The Screencheck Draft HCP will be provided for final City and wildlife agencies review to confirm all final edits. Once the Screencheck Draft HCP is approved, the document will undergo ADA compliance to meet federal and state requirements.

Deliverables

- Screencheck Draft HCP documents in both clean copy and track change format in Word.
- Public Draft HCP documents in both clean copy and track change format delivered in Word and PDF.

Task 5 – CEQA Document

Subtask 5.1. Project Description

ICF will use the HCP, City of Livermore General Plan EIR, and any other relevant and available data to develop a comprehensive project description. The project description will include draft project objectives; purpose and need; a narrative of the proposed project components, including phasing, infrastructure, and discretionary actions; and supporting graphics and maps.

In addition, an alternatives analysis is required for an EIR. It may be necessary to include additional alternatives in the Administrative Draft EIR (and for the EA document developed under Task 6). This scope of work assumes the analysis of the proposed action, a No Action Alternative, and up to two additional alternatives will be developed. ICF will submit a draft of the comprehensive project description for review and approval early in the process to ensure that the City, wildlife agencies, and ICF share a common understanding of the project being evaluated.

While developing the project description, ICF will review the available data and develop a written data request list, including any data gaps that will require information to support later analysis.

Assumptions

- The project description developed under this task will be foundational to both the CEQA and NEPA documents and, therefore, will be reviewed by the City and the wildlife agencies.
- The City and wildlife agencies will provide concurrent review of the project description as well as all other preliminary draft documents developed under Task 5 or Task 6.
- Actions that will be evaluated at the project level in the CEQA analysis are those actions required to implement the HCP conservation strategy. Other HCP covered activities that will require a separate CEQA analysis are not included in this scope of work.
- Comments from the City and wildlife agencies will be provided to ICF. If there are conflicting comments, agreement between the agencies will be sought in a coordination meeting.
- The City will provide the City General Plan EIR to the ICF Team prior to preparation of the Project Description.

Deliverables

- An electronic copy of the draft and final project description to review and to provide comments. Up to (2) rounds of comments from the City and the wildlife agencies will be incorporated into the draft project description.
- ICF will review the available data provided for the project and provide a written data gap list to the City. Draft and Final data needs spreadsheet delivered in Excel.

Subtask 5.2. Notice of Preparation and CEQA Scoping Meeting

ICF will prepare a Notice of Preparation (NOP) that summarizes the potential environmental effects expected for the project and explains the subsequent CEQA document process. The NOP will also include a general description of the HCP and potential alternatives to be addressed in the CEQA documents. ICF will submit the NOP to the County Clerk prior to or during the public circulation period.

ICF will also prepare a Notice of Completion (NOC) for distribution of the NOP. ICF will also file the NOP and NOC with the State Clearinghouse. This scope assumes that City will determine the publication date, place a legal notice in the newspaper, and provide ICF with a distribution list for the NOP.

ICF will hold two scoping meetings to solicit comments on the scope of the CEQA documents (locations to be determined by the City). Key staff from the CEQA document team and from the HCP team will attend the scoping meetings and be available to answer questions regarding the CEQA

documents and HCP. ICF will plan and facilitate these meetings with assistance from the City, including preparation of the agenda, the PowerPoint presentation, and materials such as sign-in sheets, handouts, displays as needed, and comment cards. If the City wishes, ICF will present the PowerPoint presentation at the scoping meeting. ICF will provide notes and documentation of the scoping meetings that summarize the issues raised by the public in an Environmental Scoping Memorandum.

Assumptions

- The City will determine the publication date and place a legal notice in the newspaper.
- The City will determine to whom the NOP will be distributed.
- Two (2) public scoping meetings will be held in person and each meeting will be no more than 2 hours in length.
- Public scoping meetings will be held on the same week and on back-to-back days (i.e., Tuesday and Wednesday).
- The City will be responsible arranging for and all associated costs of public meeting facility, as well as all equipment required to present at the meeting.
- No court reporter will be present at public scoping meetings.

Deliverables

- Draft and Final NOP delivered in Word and PDF.
- One electronic copy of the NOC for submittal to the State Clearinghouse.
- Meeting planning materials, including draft and final agenda and PowerPoint presentation.
- Scoping meeting materials, including sign-in sheets, handouts, comment cards, and poster boards.

Subtask 5.3. Administrative Draft EIR

Following review and approval of the Project Description, ICF will prepare the Administrative Draft EIR in accordance with CEQA. This scope of work assumes that the threshold decision to prepare an EIR will be made at the conclusion of Subtask 5.2, *Initial Study Environmental Checklist—Determine Level of CEQA Document to be Prepared*.

To prepare the Administrative Draft EIR, ICF will utilize data and information included in the HCP and analysis included in the City General Plan EIR. As part of this task, ICF will expand on the project description provided for the NOP to ensure the project is fully described, which will allow a complete environmental analysis. Each impact section will begin with a description of the setting for each resource topic. The setting will provide the baseline for comparison of the impacts from the proposed project. Each resource section will include a concise description of the methodology used in the impact analysis, and the standards used to determine whether an impact is significant. The standards of significance will be based on guidance from CEQA, including Appendix G of the CEQA Guidelines. The methodology for development of mitigation measures will also be described. The impact analysis for each resource will assess project-specific and cumulative impacts.

A preliminary list of resource topics anticipated to be addressed in the EIR and associated assumptions include the following.

- **Aesthetics.** ICF will assess the potential impact that vegetation management or other conservation activities may result in minor changes in the aesthetic setting, including scenic easements and views by recreational users. This will be addressed on a qualitative basis and no mapping or visual simulations will be necessary.
- **Agriculture and Forestry Resources.** ICF will assess the potential impact that creation of preserves under the Plan may have on agricultural lands and forestry resources in the City of Livermore, including impacts to important farmland and to agricultural lands under Williamson Act contract, if applicable. Direct, indirect, and cumulative impacts to agricultural lands will be considered in the EIR.
- **Air Quality.** ICF will evaluate the effects on air quality that may occur because of the implementation of the HCP. It is assumed that air quality issues will be limited mostly to PM emissions from restoration activities or operation and maintenance activities, such as prescribed burns. The EIR will identify air quality impacts of typical conservation actions.
- **Biological Resources.** ICF will evaluate the impacts that Plan implementation and issuance of the incidental take permits may have on biological resources. The analysis will include impacts on covered species, as well as special-status plant and animal species that are not covered species. Edge effects of the proposed Plan will be evaluated in addition to wildlife linkages and corridors. ICF will rely on data and other information previously gathered for preparation of the HCP to prepare this analysis.
- **Cultural and Tribal Resources.** Known cultural resources, including prehistoric and historic archaeological sites and/or historic structures, may be disturbed because of activities undertaken as a part of HCP implementation. In preparing the EIR, ICF will rely on available cultural resource data from Native American consultation and other available sources to determine whether HCP management activities will result in potential impacts on previously identified cultural resources. ICF cultural staff will not conduct any new field surveys, site identification or historic properties evaluations as a part of this effort. To comply with the CEQA requirements, ICF cultural staff will develop a systematic approach for the identification of cultural resources and mitigation measures for potential impacts to cultural resources. Compliance with Assembly Bill 52 (AB 52), which requires consultation with California Native American Tribes, would also be required. This scope of work includes an optional task (Task 7.4) to support such consultation. If the City does not wish to include optional Task 7.4, ICF assumes that the City would initiate and implement such consultation with limited assistance from ICF.
- **Greenhouse Gases (GHGs).** The effect of the HCP on the production of GHGs is primarily associated with changes in soil and vegetative carbon stocks, changes in carbon sequestration rates, and potential tailpipe emissions associated with the implementation of conservation actions. ICF will assess the HCP's compliance with state and local GHG reduction plans (City's Climate Action Plan) as the basis for a qualitative evaluation of the impacts associated with the implementation of project.
- **Hazards/Wildfire.** ICF will evaluate potential impacts on hazards and wildfire. The EIR will identify impacts of typical conservation actions, and mitigation is anticipated to be adequately addressed through implementation of standard practices.
- **Hydrology and Water Quality.** ICF will evaluate the impacts that Plan implementation and permit issuance would have on water resources, including water quality, drainage, flooding,

conveyance, and supply. Habitat creation under the HCP will be evaluated for potential impacts to hydrologic conditions. Consideration will be given to impacts that the issuance of permits may have as the result of federal and state pollution discharge and storm water prevention requirements.

- **Land Use/Planning.** ICF will review the City of Livermore General Plan and related documents to evaluate the consistency of the HCP with these documents and to consider the effect of the HCP on existing and planned land uses. Impacts beyond the planning horizon of the City of Livermore General Plan may be highly speculative, and, to the extent this is the case, this will be described in the document.
- **Noise.** Minor temporary construction and traffic noise from management near existing or planned residential development or near conservation areas would be addressed. In particular, minor temporary construction and construction traffic noise and long-term permanent noise resulting from habitat conservation actions. Some of these effects are anticipated to be minor and temporary and would likely be addressed by standard construction BMPs. Permanent noise impacts from operational activities will also be evaluated. It is assumed that most of these effects are minor and temporary and that standard BMPs would be adequate mitigation.
- **Population and Housing.** The analysis will assess the extent to which the HCP's conservation strategy is compatible with planned growth, as contemplated in the City General Plan, and if the project would result in any unplanned growth and result in additional housing.
- **Public Services and Utilities.** Given the proximity of existing (and future) development to areas of potential habitat management for listed species, fire safety and related fire protection services will be an area of analysis for the EIR. ICF will evaluate the potential impact of management activities on fire services in terms of responder capacity. Other public services, such as schools, police services, and recreational facilities, may be impacted by creation of preserves or by other elements of the conservation program and will also be assessed as necessary. Because the HCP is not an entitlement for development or development approval, it is not likely to result in a direct increase in demand for public utilities.
- **Transportation.** The EIR will evaluate potential impacts of the HCP and conservation strategy on the current and planned transportation network in the City of Livermore and the greater region. Short-term traffic impacts or impacts to the transportation network from restoration or other conservation program activities will be assessed.
- **Recreation.** Consideration will be given to existing and planned recreational opportunities and the impacts that may occur as the result of the removal or the addition of lands for recreational purposes. Recreational opportunities that will be reviewed will include those that are both active and passive in nature.
- **Climate Change.** The EIR will evaluate whether the project would exacerbate the effects of climate change, including more frequent fire hazards, heat waves, and other climate change-related effects.

The EIR analysis will include all the substantive requirements of CEQA, including the following.

- Significant Environmental Effects of the Proposed Project.
- Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented.

- Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented.
- Growth-Inducing Impact of the Proposed Project.
- The Mitigation Measures Proposed to Minimize the Significant Effects.
- Alternatives to the Proposed Project.

Assumptions

- All potentially significant impacts can be fully mitigated.
- The threshold decision to prepare an EIR will be made after completion of Subtask 5.2, *Initial Study Environmental Checklist—Determine Level of CEQA Document to be Prepared*.
- For purposes of budget and schedule, the City will review CDFW comments and provide guidance on response together with the City's own comments will be provided in a unified set of comments in Microsoft Word.
- The cumulative effects analysis will consider reasonably foreseeable projects and planning efforts in the vicinity of the proposed project action.
- It will not be necessary to update data, fill data gaps, or improve mapping resolutions for biological resources addressed in the HCP as part of the CEQA document scope due to the thorough nature of the biological data typically required for an HCP.
- Water quality analysis will be based on existing data and information developed in support of the HCP.
- ICF cultural staff will not conduct any new field studies, site identification, or historical properties evaluations to support the cultural resource analysis.
- All covered activities will be consistent with the City of Livermore General Plan policies and will be subject to cultural resource mitigation measures such that the effects would be adequately mitigated.
- Air quality and emissions analysis would include limited modeling projections. Air quality issues associated with the project are assumed to be primarily limited to PM10 emissions from construction or operation and maintenance.
- Traffic modeling will not be required for the scale of impact associated with the HCP.
- Site reconnaissance and visual rendering or photo simulations will not be needed to perform the aesthetics analysis.

Deliverables

- Administrative Draft EIR~~s~~, including the technical appendices, in both clean copy and track change format in Word and PDF.

Subtask 5.4. Public Draft EIR

ICF will revise the Administrative Draft EIR document to develop the Screencheck and Public Draft EIR documents based on comments received. This task includes development first of the Screencheck Draft EIR documents, which allows the City and wildlife agencies to confirm all final

edits. Preparation of the Public Draft EIR document would follow the approval of the Screencheck Draft document and will include an editorial review of the document in its entirety for consistency of format, terminology, approach, and ADA compliance.

ICF will also prepare the notices of availability (NOA) for the EIR document. The NOA will be sent to project stakeholders and filed with the County clerk and the State Clearinghouse at the commencement of the 45-day public review period.

ICF will assist the City in submitting the Public Draft EIR to the State Clearinghouse and will work with the City to provide web-ready PDFs for uploading onto the City websites.

ICF will also compile the Administrative Record, assembling background documents, relevant email records, correspondence or telephone notes that are cited as sources in the EIR document. Prior to the publication of the EIR document, ICF will submit the Administrative Record for the project. ICF will provide an electronic copy of the Administrative Record to the City and will retain an in-house copy for at least five years.

Assumptions

- The public review for the Draft EIR would be no longer than 45 days.
- The City will print Public Draft EIR and distribute copies to local libraries and other public locations, as appropriate.
- The City will place a legal notice in the newspaper and distribute the NOA to responsible and trustee agencies and the State Clearinghouse. Any additional mailings or newspaper notices will be prepared and distributed by the City.
- The City will be responsible for uploading the Draft EIR and NOA to the City website.
- The City will coordinate access with the State Clearinghouse to allow ICF submittal of the Draft EIR and NOA on their behalf.
- ICF will not present at the public hearing or prepare a staff report.
- Up to three (3) ICF CEQA staff will attend one public hearing. Public hearing will be no longer than two (2) hours in length.

Deliverables

- Screencheck Draft EIR document in both clean copy and track change format in Word and PDF.
- Public Draft EIR document in both clean copy and track change format in Word and PDF.
- If required, a hearing transcript.
- Draft and Final Notices of Availability.
- Administrative record.

Task 6 – NEPA Document

The success of a complex federal project such as an HCP EA will depend in large part on frequent and effective communication between ICF and the USFWS staff. Our scope of work under Subtask 1.3, *CEQA/NEPA Project Management and Meetings* provides for monthly meetings between ICF staff and the USFWS staff to facilitate this process.

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Subtask 6.1. Administrative Draft EA

ICF will prepare two drafts of the Administrative Draft EA. The Draft EA will meet current regulatory requirements including a brief discussion of the following.

Purpose and Need

The Purpose and Need for the proposed action will provide a brief overview of the HCP, the inventory area, explain the role of the NEPA Lead Agency, the decisions to be made and the uses of the EA document by the USFWS and cooperating agencies. The Purpose and Need will provide the basis for defining the range of alternatives that are considered in the EA.

Deliverables

- Preliminary draft of Purpose and Need of the EA for review by the USFWS.

Alternatives

The EA will describe the HCP and alternatives, as required by section 102(2) of NEPA, including the Proposed Action (approval and implementation of the HCP), the No Action alternative, and up to two action alternatives. The No Action alternative will be defined as project-by-project ESA compliance. ICF will define the action alternatives in close coordination with the USFWS. Once the action alternatives are selected, ICF will develop preliminary draft descriptions of these alternatives to include in the preliminary draft of Alternatives for the USFWS review.

A reasonable range of alternatives will be screened as part of this task, and the project action alternatives selected, in consultation with the USFWS and cooperating agencies. All alternatives that are selected by the USFWS will be described and analyzed at the same level of detail to fulfill the requirements of NEPA and allow for a meaningful comparison of the alternatives.

Deliverables

- ICF will electronically submit a preliminary draft of Alternatives of the EA for review by the USFWS.

Environmental Setting, Impacts, and Mitigation Measures

The Environmental Setting, Significant Effects, and Mitigation Measures sections of the EA will focus on the effects of implementation of the project alternatives on each resource listed below. Each affected environment and significant effect section will begin with a description of the setting for each resource topic. The setting will provide the baseline for comparison of the impacts from the proposed action. Each resource section will include a concise description of the methodology used in the impact analysis, and the standards used to determine whether an impact is significant. The standards of significance will be based on guidance from NEPA (40 CFR 1508.9), Council on Environmental Quality (CEQ) regulations on implementing NEPA, and the Department of the Interior (DOI) regulations on implementing NEPA. The methodology for development of mitigation measures will also be described. The impact analysis for each resource will assess the direct, indirect impacts (including beneficial and adverse) and cumulative impacts that will result from each alternative. The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.

Moreover, ICF will supplement the cultural analysis with consultation with the State Historic Preservation Officer.

- **State Historic Preservation Officer (SHPO) Consultation.** ICF's cultural specialists will consult with SHPO on the historic resources. This may entail preparation of letter, email, and phone correspondence. However, ICF assumes there will be no cultural issues related to the proposed project and SHPO will concur with that finding; therefore, budget is limited to coordination over a couple month period for a few hours per week.

The Draft EA will include all resource areas described under Subtask 5.4. In addition, it will include a section on socioeconomics and environmental justice.

- **Socioeconomics/Environmental Justice.** The EA will evaluate potential impacts on socioeconomics and environmental justice, as required by NEPA. ICF will work with the City to gather and confirm all socioeconomic data within the City of Livermore. The analysis will also consider if minority and disadvantaged populations would be disproportionately affected by the adverse impacts of the proposed action.

Other Required NEPA Analyses

In addition to the sections described above, the EA will include the following additional introductory and conclusory sections.

- **Cover Sheet** that includes the federal Lead Agency (the USFWS); the title of the document; the project location; name, address, and telephone number of the Lead Agency contact person; one paragraph abstract; date comments must be received and information on where to submit them.
- **Table of Contents** that clearly directs the structure and content of the document including appendices. An annotated Table of Contents (TOC) will be provided for the Lead Agency review prior to drafting the EA. The annotated TOC will serve as the document outline and will provide a summary of the contents of each chapter, including a description of a chapter that precedes the resource chapters which will describe the significance criteria (i.e., adverse, beneficial, direct, and indirect impacts), draft descriptions of the baseline condition, and a methodology for addressing cumulative impacts.
- **Introduction** that clearly directs the reader on how to find information in the EA. The Introduction will provide a brief overview of the Permit Area, explain the roles of the NEPA Lead Agency and the legal authority, and explain the relationship between the HCP and the EA. This section will also describe the scope and intent of the EA.
- **Cumulative Impacts** of the proposed action. Cumulative impacts will be assessed based on specific criteria for cumulative projects established at the outset of the analysis. The cumulative analysis will consider any major projects currently under review by the City.

The EA will also include the following components.

- A summary of any coordination or consultation undertaken with any federal agency, state or local government, federally-recognized Indian tribe; or persons associated with such entities.
- References;
- List of Preparers;
- Acronyms and Glossary;

- Index;
- Incorporation of documents by reference if appropriate; and
- Technical Appendices.

Assumptions

- All potentially substantial effects can be fully mitigated.
- The threshold decision to prepare an EA will be made under Subtask 5.1, *Kickoff and Project Description*.
- Up to (2) rounds of comments from the USFWS will be incorporated into the Administrative Draft EA.
- The Administrative Draft EA will not be a joint CEQA/NEPA document.
- The Administrative Draft EA will rely on data and information included in the Draft EIR and HCP and will not require any additional technical information or reports.

Deliverables

- Electronic copies in PDF and Microsoft Word of the first and second Administrative Draft EA, including the technical appendices.

Subtask 6.2. Public Review Draft EA

ICF will prepare the Public Review Draft EA after addressing comments received from the USFWS during the previous task. Additionally, ICF will ICF will prepare the Notice of Intent (NOI) for the EA document to be noticed in the Federal Register by the USFWS according to the federal Lead Agency requirements. ICF will provide an electronic version of the Public Review Draft EA.

Assumptions

- Public review for the Draft EA would be no longer than 45 days.
- The USFWS will place a legal notice in the Federal Registry and distribute the NOI to coordinating agencies.
- Hardcopies of the Public Review Draft EA appendices will not be required.

Deliverables

- Electronic copies of the Public Review Draft EA in publication Word and PDF formats.
- Electronic copies of the Draft and Final Notices of Intent.

Cost Estimate

The cost estimate to complete the scope described above is included in Table 1, below and includes a not to exceed project amount of $618,617, including direct expenses associated with travel and project supplies.

Foundational assumptions upon which this cost estimate was developed include the following.

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- The covered activities will remain focused solely on work that will be undertaken by the City. This HCP will not cover private development.
- The overarching approach for HCP development will be to aggregate existing permitting and conservation planning programs into a single cohesive strategy for federal species permitting. ICF will not undertake major revisions to these existing programs, such as the species mitigation framework of the East Alameda County Conservation Strategy.
- The best available data that will be used for this HCP will be largely drawn from the 2021 East Bay RCIS. Specifically, ICF plans to use land cover data, species profiles and habitat models (if available), and other information as applicable. ICF will not need to integrate new land cover data or change any previously established land cover descriptions or classifications and will not need to update habitat models provided in the East Bay RCIS (these models are approved by CDFW). This information will be incorporated into the HCP with only minor revisions where required.
- Steelhead will not be a covered species and engagement with NMFS will not be required.
- Only a modest engagement effort (i.e., one or two meetings) with the Regional Board will be needed. Any additional work to address Regional Board concerns related to HCP is beyond this scope of work.
- All parties will maintain momentum and work will proceed according to the schedule laid out in the Section 6 Grant Agreement.

ICF will charge a 5% mark-up on other direct costs such as travel and field supply costs. ICF will not charge a mark-up on time and expenses accrued by SBI. Billing rates will increase 3% annually on January 1 of each year. Budget may be moved between tasks as needed, but the overall contract amount will not be exceeded without a contract amendment.

All final deliverables required to be submitted to a state or federal agency for public review must be formatted in compliance with California AB 434 of 2017 and Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794(d); 36 C.F.R. § 1194), allowing screen-reader software to read the document aloud.

This cost estimate does not include funds for application fees associated with submittal of the ITP application to USFWS.

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Table 1. Livermore HCP Phase 2 Cost Estimate

Task No.	Task Name	Phase 2
Task 1		
1.01	Project Management and Administration	$29,834
1.02	HCP Meetings	$76,118
1.03	CEQA/NEPA Project Management and Meetings	$55,298
Task 3		
3.01	Confirm Covered Activities	$10,467
3.02	Confirm Permit Area	$2,323
3.03	Confirm Covered Species, Develop Species Accounts and Habitat Distribution Models	$24,607
3.04	Assess Effects and Level of Take	$23,937
3.05	Develop Cons. Alts, Draft BGOs, and Monitoring and Adaptive Management Program	$14,018
3.06	Develop Cost and Funding Plan	$12,164
3.07	Prepare Implementation Plan and Assurances	$6,860
Task 4		
4.01	1st Admin Draft HCP	$62,945
4.02	2nd Admin Draft HCP	$22,608
4.03	Screencheck and Public Deliverable HCP	$14,030
Task 5		
5.01	Project Description	$17,850
5.02	Notice of Preparation and CEQA Scoping Meeting	$12,607
5.03	Administrative Draft EIR	$113,815
5.04	Prepare Public Draft EIR	$28,963
Task 6		
6.01	Admin Draft EA	$67,770
6.02	Public Review Draft EA	$17,484
Other Direct Costs		
	Travel	$4,584
	Other	$335
Phase 2 Total		**$618,617**

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. 5.3**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of a Low-Income For Sale Housing Agreement with Shea Homes, Inc. for an 89-unit subdivision located in the Isabel Neighborhood Specific Plan Area, north-east of the Portola Avenue / Collier Canyon Road intersection (VTTM 8613).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Low-Income For Sale Housing Agreement with Shea Homes, Inc. for an 89-unit subdivision located in the Isabel Neighborhood Specific Plan Area, north-east of the Portola Avenue/Collier Canyon Road intersection (Vesting Tentative Tract Map 8613).

SUMMARY

In July 2022, the City Council approved the 89-unit residential subdivision, as part of a larger development under Tract Map 8613, proposed by Shea Homes, Inc. located northeast of the Portola Avenue/Collier Canyon Road intersection. In accordance with the City's Affordable Housing Ordinance, the developer must enter into a Low-Income Housing Agreement with the City and provide 17.8 residential units in the project at affordable prices, and which are reserved for sale to median- and moderate-income first-time homebuyers or obtain City Council's approval of an equivalent alternative. The developer proposes to provide 18 affordable units in the development, five (5) of which will be reserved for sale at median income sales prices, and 13 of which will be reserved for sale at moderate income prices. Staff recommends approval of the proposal, which is reflected in the Low-Income Housing Agreement, as it will provide new, first-time homebuyer opportunities for median- and moderate-income households through the City's Affordable Homeownership Program.

DISCUSSION

The City's Affordable ("Inclusionary") Housing Ordinance states that developers completing for sale residential projects within the City's Isabel Neighborhood Specific Plan Area (INSP) must satisfy the affordable housing requirement by providing twenty percent (20%) of those units at prices affordable for median- and moderate-income households or provide an equivalent alternative, subject to City Council

approval. Alternative methods of compliance, including payment of an In-Lieu fee, are described in the Ordinance.

On July 25, 2022, City Council approved the 89-unit for-sale, residential condominium subdivision proposed by Shea Homes, Inc. located north-east of the Portola Avenue / Collier Canyon Road intersection (the “Development”) as part of the larger development under Tract Map 8613. As a Condition of Approval, in accordance with the City’s Affordable Housing ordinance, the developer must enter into a Low-Income For Sale Housing Agreement with the City to fulfill the Inclusionary Housing requirement. The approval of Tract Map 8613 also included a 210-unit, rental apartment development which will have a separate affordable housing agreement for Council's consideration in the future. The for-sale condominium development is subject to an affordability requirement of 17.8 units for sale to median- and moderate-income first-time homebuyers. The developer proposed to round up the 0.8 fractional unit and provide 18 total affordable units on-site, thus providing 20.2% of units as affordable on site.

The Developer is utilizing State Density Bonus Law (California Government Code Sections 65915-65918), given that the entire project approved under Vesting Tentative Tract Map 8613 qualifies for two incentives/concessions. As described in the project approval, the developer utilized a Density Bonus incentive to waive the City’s requirement that the affordable units be representative of the various plan types in the development. Using this incentive, the developer has proposed all of the affordable units to be offered in “Plan One”; a 3-bedroom, 3-bathroom, 1,600 s.f. unit. As a result, the project is providing smaller affordable units than the average square footage of the unrestricted, market rate units.

Staff recommends approval of the proposal as it exceeds the on-site unit requirements of the City’s affordable housing ordinance, complies with the State Density Bonus program requirements, and advances City Council’s affordable housing goals. The on-site affordable units priced at median- and moderate-income levels could potentially serve a range of low- to moderate-income homebuyers if paired with available county and state down payment assistance. Prices for the affordable units will be determined in accordance with the established sales prices adopted by the City for the Affordable Homeownership Program at the time of sale. The affordable units would be marketed throughout the community, and the applicant selection process would prioritize applicants that meet City Council’s established preferences, including Livermore residents and workers, Livermore Valley Joint Unified School District teachers, first responders, tenants of City-regulated affordable rental units, and veterans. All purchasers must meet the City’s Affordable Homeownership Program qualifying criteria, including first-time homebuyer qualification, a minimum 660 credit score, determination of creditworthiness, and a 3% down payment requirement. Buyers will be required to enter into a resale restriction agreement with the City along with a promissory note and recorded deed of trust which reflect the affordability subsidy amount (e.g., difference between the market value and the affordable sales price).

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, the Low-Income Housing Agreement (LIHA) will provide 18 affordable units for sale to median- and moderate-income homebuyers. Upon sale of the affordable units, the City will hold a promissory note secured by a recorded deed of trust with the homebuyer in an amount that is the difference between the market rate appraised value of the home and the affordable for sale price at the time of sale. The promissory notes require no payment and may transfer to a new eligible buyer at resale. If the unit is sold at a market rate-unrestricted price to an ineligible buyer, the City collects the amount of the promissory note, and all restrictions terminate on the unit. Per the recently adopted master fee schedule, the City will also receive 1.5 percent administrative fee to market, screen and identify

qualified buyers for the affordable homes. The developer will pay this fee at close of escrow. The fee will be used to defray the City's marketing, application, selection and homebuyer education costs as well as to monitor resale restriction agreements and comply with all federal and state fair housing laws and regulations.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution
2. Exhibit A - Shea LIHA

Prepared by: Fran Reisner
Acting Housing and Human Services Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOW-INCOME FOR SALE HOUSING AGREEMENT WITH SHEA HOMES, INC. FOR AN 89-UNIT SUBDIVISION LOCATED NORTH-EAST OF THE PORTOLA AVENUE / COLLIER CANYON ROAD INTERSECTION (VTTM 8613)

Shea Homes, Inc. ("the Developer") proposed an 89-unit residential subdivision at north-east of the Portola Avenue / Collier Canyon Road intersection (VTTM 8613) ("the Development").

In July 2022, the City Council approved the Development, subject to the Conditions of Approval which include compliance with all applicable City laws and ordinances. The Developer now desires to meet its inclusionary housing requirement for the Development by entering into a Low-Income For Sale Housing Agreement ("Agreement") with the City of Livermore. The Development would be subject to the 20% Inclusionary requirement for the Isabel Neighborhood Specific Plan Area (INSP) whereby 18 units in the Development are required to be provided as affordable for purchase by median-income and moderate-income homebuyers in the Development.

In accordance with the City of Livermore's Inclusionary Housing Ordinance (Livermore Development Code section 10.06.050(E)(4)(c)), the Developer proposed to satisfy the 20% affordable housing requirement for the Development by providing 18 units within the Development, five (5) of which will be reserved for sale at median income sales prices, and 13 of which will be reserved for sale at moderate income prices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is hereby authorized to sign on behalf of the City of Livermore the Low-Income Housing Agreement with Shea Homes, Inc., attached hereto as Exhibit A, and all related and necessary documents.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Low-Income For Sale Housing Agreement with Shea Homes, Inc.

Recording Requested By:

CITY OF LIVERMORE

And When Recorded Mail to:

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

Documentary Transfer Tax $ Exempt R&T Code 11922

By:

City of Livermore

Recording Fee $0.00 Gov't Code 27383

APN: 903-0010-029 (PORTION) & 903-0010-030 (PORTION) 23-0139

Affordable For Sale Housing Agreement
between
City of Livermore and Shea Homes, Inc.

This Affordable For Sale Housing Agreement ("Agreement") is entered into on_____, _____, 2023 by and between the City of Livermore, a municipal corporation ("City"), and Shea Homes, Inc. ("Developer"), with reference to the following facts:

RECITALS

A. A serious shortage of affordable housing exists in the City. Of particular concern is the shortage of housing for low-income and moderate-income households.

B. The City commissioned a study, the Residential Nexus Analysis and Residential Feasibility Analysis, to determine the impact that for-sale residential units have on the need to meet affordable housing as the basis for the City's inclusionary housing requirement. The analyses found that the need for affordable housing is commensurate with a 15% inclusionary requirement applicable to the General Plan Area. The feasibility analysis commissioned by the City as part of the development of the Isabel Neighborhood Specific Plan (INSP) also found the 20% inclusionary requirement for the Isabel Neighborhood Specific Plan was developed to be economically equivalent to the 15% inclusionary requirement for the General Plan Area.

C. The City's General Plan Housing Element has the goal of providing housing affordable to all economic segments of the community and requires that in the General Plan area 15% of the dwelling units be affordable, in the Downtown Specific Plan area 10% of the dwelling units be affordable, and in the Isabel

Neighborhood Specific Plan Area 20% of the dwelling units be affordable. Chapter 10.06.050 of the Livermore Development Code provides that this affordability requirement may also be satisfied by alternative means including payments to the City's Housing Trust Fund for use in affordable housing projects.

D. The Developer desires to build a residential development in the Isabel Specific Plan Area of the City of Livermore, within Resultant Parcel A as shown and described in Attachment 1, and to enter into this Agreement to satisfy its affordable housing requirement.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions and covenants set forth herein, City and Developer agree that the recitals are true and correct and further agree as follows:

1) Development
The Developer intends to develop a subdivision consisting of 89 for sale single-family, attached housing units ("Units") as described in that certain Vesting Tentative Tract Map 8613 (the "Map"), located at north-east of the Portola Avenue / Collier Canyon Road intersection, in Livermore, California (the "Development") and as described in Attachment 1.

2) Affordable Housing Requirement
Based on the Conditions of Approval for Vesting Tentative Tract Map 8613, and Chapter 10.06.050 of the Livermore Development Code, the Developer is required to provide 18 residential units ("Units") for sale at affordable prices to Median-Income and Moderate-Income households.

Satisfying the Affordable Housing Requirement
In satisfaction of the affordable housing requirement described in Section 2 above, the Developer hereby agrees to: (i) construct 18 Units within the Development, five (5) of which will be reserved for sale at Median Income Sales Prices, and 13 of which will be reserved for sale at Moderate Income Prices as defined in Section 5 below, (the "Affordable Units").

3) Density Bonus Concession
The Developer is utilizing state Density Bonus Law (California Government Code Sections 65915-65918), and qualifies for two Incentives/ Concessions given that the entire project approved under Vesting Tentative Tract Map 8613 allocates six percent of rental units to Very Low Income and 20 percent of for-sale units to Median and Moderate income households. The project approved under Vesting Tentative Tract Map 8613 used one Incentive/ Concession to deviate from Livermore's Inclusionary Ordinance unit comparability requirement (LDC 10.06.050 (D) (7)) by concentrating all eighteen for-sale affordable Units in the Development into the 3-bedroom 3 bath townhome Floor Plan One. Through the use of state

law, the project is providing smaller units on average than would normally be required under the City's inclusionary ordinance.

4) Location and Description of Affordable Units

a) The Affordable Units shall be located at the addresses described below and further depicted in Attachment 2, attached hereto and incorporated herein.

Unit Number	Address	Plan	No. of Bedrooms	No. of Baths	Square footage (+/-)	Affordable Sales Price Category
Median						
3	172 Sedona Common	#1	3	3	1582+/-	Median
3	176 Sedona Common	#1	3	3	1582+/-	Median
6	176 Sedona Common	#1	3	3	1582+/-	Median
3	117 Sedona Common	#1	3	3	1582+/-	Median
6	117 Sedona Common	#1	3	3	1582+/-	Median
Moderate						
3	101 Sedona Common	#1	3	3	1582+/-	Moderate
6	101 Sedona Common	#1	3	3	1582+/-	Moderate
3	105 Sedona Common	#1	3	3	1582+/-	Moderate
6	105 Sedona Common	#1	3	3	1582+/-	Moderate
3	109 Sedona Common	#1	3	3	1582+/-	Moderate
6	109 Sedona Common	#1	3	3	1582+/-	Moderate
3	113 Sedona Common	#1	3	3	1582+/-	Moderate
6	113 Sedona Common	#1	3	3	1582+/-	Moderate
3	134 Sedona Common	#1	3	3	1582+/-	Moderate
3	138 Sedona Common	#1	3	3	1582+/-	Moderate
3	142 Sedona Common	#1	3	3	1582+/-	Moderate
3	146 Sedona Common	#1	3	3	1582+/-	Moderate
6	172 Sedona Common	#1	3	3	1582+/-	Moderate

b) All Affordable Units shall be sold at the sales prices adopted by City Council that are applicable during the year the Affordable Units are sold (the "Median Income Price" and "Moderate Income Price"). For the initial year of this Agreement, the Median and Moderate-Income Prices are as set forth in Attachment 3 attached hereto.

c) The Lots listed in Section 4 (a) and identified in Attachment 2 on which the Affordable Units are to be constructed may be changed with the mutual written consent of the City and Developer not to be unreasonably withheld provided that any change in the Lots does not materially detract from the value of the Affordable Units as determined by the City in accordance with the City's affordable housing ordinance (Dev. Code § 10.06.050).

d) Each Affordable Unit shall
   i. be built in conformance with the models and plans noted in Section 4 (a) above as such plans were approved in connection with Vesting Tentative Tract Map 8613 and,
   ii. consist of the square feet of living space comprised of a family room, dining room, kitchen, laundry, bedrooms and bathrooms, as stated in Section 4 (a) above, and
   iii. contain the same standard amenities, fixtures and finishes, such as appliances, cabinets, counters, flooring, etc., as the market rate units in the Development. Any proposed amenities, fixtures and finishes that differ from those in the Market Rate Units must be pre-approved by the City in writing prior to marketing the first Affordable Unit.

5) Selection of Purchasers
The purchasers ("Purchasers") of the Affordable Units shall be participants in the City's Affordable Homeownership Program (the "Program") The Program requires, among other things that:

a) For those Affordable Units designated to be sold to median income households, each Purchaser's income shall not exceed one hundred percent (100%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Median Income Purchaser").

b) For those Affordable Units designated to be sold to moderate income households, each Purchaser's income shall not exceed one-hundred twenty percent (120%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Moderate Income Purchaser").

c) Median and Moderate-Income Purchasers must be first time homebuyers and meet credit and eligibility standards described in the City's Affordable Homeownership Program Guidelines.

d) To the extent required under the Program, Developer agrees to market the Affordable Units through specified City programs to implement applicant selection preferences in accordance with City's Affordable Homeownership Program Guidelines. The Developer may elect to have the City identify and select eligible Median and Moderate-Income Purchasers for the Affordable Units.

e) If the Developer elects to utilize the services of the City:

   i. The City will establish a list identifying income-eligible households based on preferences established by the Livermore City Council, provide first time homebuyers access to consumer credit counseling, identify to first time homebuyers possible financing options, assist homebuyers through the escrow process, monitor resale restriction agreements and related documents, and comply with all federal and state fair housing laws and regulations.

   ii. Upon close of escrow for the sale of each Affordable Unit, the City shall be paid from escrow an administrative fee equal to one and half percent (1.5%) of the Total Purchase Price to conduct the activities described in Section 6 (d)(i) on behalf of Developer.

   iii. In order to ensure timely delivery notification of eligible Purchasers, Developer shall send to the City's Housing and Human Services Division Manager, a written notice as soon as Developer, in its reasonable opinion, believes that a particular Affordable Unit is at least one hundred twenty (120) days from being ready for occupancy. At that point, the City will begin marketing and identifying eligible Median and Moderate-Income Purchasers. The City shall provide to Developer the names of Median and Moderate-Income Purchasers eligible under the Program.

f) If the Developer does not elect to utilize the services of the City, the Developer must meet all of requirements described in this section (5.a-c). The City will monitor the Developer to ensure compliance.

g) This Agreement shall not limit the rights of the Developer to terminate or cancel any purchase and sales agreement or contract with an eligible Purchaser as agreed to by the parties.

6) Sales Price Limits & Permitted Options

a) For those Affordable Units sold to Median Income Purchasers and Moderate Income Purchasers, the purchase price for each unit shall not exceed the sum of (i) the "Median Income Price" or "Moderate Income Price" plus (ii) the total Price of any Options (as that term is hereafter defined) for the particular Affordable Unit. The Median Income Price and Moderate-Income Price are established annually by the City and set forth as Affordable For-Sale Prices, Rental Rates and Maximum Income Limits. The 2023 schedule is attached hereto as Attachment 3, incorporated herein as reference, and adopted by City Council Resolution 2022-197 ("Below Market Price Limits.") The Developer and the City acknowledge that the Below Market Price Limits may be adjusted from time to time and agree that in the event of such adjustment the Median Income Prices and Moderate Income Prices of the Affordable Units shall be adjusted to match the then current Below Market Price Limits at the time the Developer notices the City of an Affordable Unit(s) for sale and/or the marketing of the Affordable Unit(s) begins as mutually agreed upon. Sales prices assume the current rate of interest for first-time home buyers as determined by the City, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household income.

b) The term "Options" shall mean any options, improvements, or upgrades to an Affordable Unit that Developer has made available to a Purchaser and that Purchaser has agreed to purchase at its sole cost and expense and may not be financed. Notwithstanding anything in this agreement to the contrary, the total Price of the Options that a particular Purchaser may purchase for an Affordable Unit shall not exceed five percent (5%) of the Median Income Price and Moderate Income Price for that Affordable Unit. Developer acknowledges and agrees that its sole compensation for any sale of an Affordable Unit shall be the sum of (a) the Median Income Price or Moderate Income Price and (b) the total Price of the Options. The sum total of items (a) and (b) above is hereafter referred to as the "Total Purchase Price".

c) For property assessment purposes, the Total Purchase Price for each Affordable Unit shall be reported to the Alameda County Assessor's Office.

7) Affordability Restrictions

To effectuate the affordability restrictions, as a condition to the close of escrow on any Affordable Unit, the Developer shall require Purchaser to execute a promissory note in favor of the City in an amount equal to the difference between the fair market value as determined by an appraisal of the Affordable Unit and the Median Income Price or Moderate-Income Price (the "Promissory Note"). In addition to the Promissory Note, the Purchaser shall execute a deed of trust and a resale

restriction agreement in favor of the City that will be recorded in a second-priority position at the close of escrow. The Resale Restriction Agreement, Deed of Trust and Promissory Note shall be referred to as the "City Loan Documents" and shall be substantially in the form of Attachment 4.

8) Assignment
This Agreement shall be binding upon the successors and assigns of the parties. Where the Developer sells or otherwise transfers title to any portion of the Property, that subsequent owner and Developer are jointly and severally liable for the obligations under this Agreement as to that portion of the Property sold or transferred unless Developer is released by City, which release shall not be unreasonably withheld, so long as the subsequent owner provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder. Developer acknowledges that it shall be reasonable for City to condition such release of the Developer upon Developer and its successor entering into a written assignment and assumption agreement requiring the successor to satisfy Developer's outstanding obligations under this Agreement.

9) Breach
No party shall be in material breach of this Agreement unless and until (i) the breaching party receives from the non-breaching party a written notice ("Breach Notice") stating the nature of the breach and (ii) the breaching party has failed to cure such breach within thirty (30) days of the date it receives the Breach Notice; provided, however, if the nature of the breach is of a type or nature that cannot be cured within thirty (30) days, then the breaching party shall not be in material default of this Agreement so long as it (i) commences curing of the breach within thirty (30) days of the date it receives the Breach Notice and (ii) diligently pursues curing the breach to completion.

10) Agreement Lawful and Enforceable.
The Developer acknowledges and concedes that this Agreement is lawful and enforceable and waives any and all legal challenges or other objections to this Agreement. The Developer shall not in any judicial action or proceeding, affirmatively or by way of defense, seek to invalidate or otherwise avoid the application of the terms of this Agreement.

11) Notice
Unless specified otherwise herein, any notice, tender or delivery to be given pursuant to this Agreement by either party shall be in writing and may be accomplished by delivery in person, express delivery service, or first-class certified mail, return receipt requested. Any notice shall be deemed received on the date shown on the receipt as the date of delivery, refusal of delivery or the date returned as undeliverable. Notices shall be addressed as set forth below, but each party may change his or her address by written notice in accordance with this Section.

TO CITY:
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

TO DEVELOPER
Shea Homes
Attention: David Best
Shea Homes, Inc.
2630 Shea Center Drive
Livermore, CA 94551

12) Attorneys' Fees
If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred.

13) Compliance
Compliance with this Agreement satisfies the affordable housing development obligations of Developer under the City's Affordable Housing Ordinance (Section 10.06.050 of the Livermore Development Code), and the Vesting Tentative Tract Map 8613 conditions of approval.

14) Modification
The City Manager of the City of Livermore is the authorized representative of the City to approve minor modifications to the agreement, provided the modification does not materially alter the agreement, and is authorized to negotiate, develop, and execute all documents related this agreement. This Agreement shall not be modified except by written instrument executed by and between the parties.

15) Entire Agreement
This Agreement constitutes the entire understanding and agreement of the parties with respect to the sale of the Affordable Units.

16) Binding Effect
This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

17) Severability
If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

18) Governing Law
This Agreement shall be governed by the laws of the State of California.

19) Incorporation by Reference
Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

20) Counterparts
This Agreement may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail). Each counterpart shall be deemed an original and all, when taken together, shall constitute one agreement.

21) Termination
This Agreement and all terms and conditions contained herein and the encumbrance of this Agreement on title shall automatically terminate once all obligations under this Agreement have been satisfied by the Developer without signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by any title company insuring the sale or transfer of Units. Notwithstanding the foregoing this Agreement shall terminate in its entirety and be of no further force and effect with respect to, (a) any portion (or interest in) of the Property, upon dedication or conveyance to a homeowners' association, public entity or public utility, and (b) any completed Unit, upon the sale of such Unit to a member of the general public. In any such event, such portion of the Property (or interest therein) shall be deemed automatically released from the encumbrance of this Declaration, without signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by the title company insuring such sales or transfers.

[Signatures and Attachment List on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

DEVELOPER:	
SHEA HOMES, INC. **a Delaware corporation** **By:** **Name:** David Best **Its:** Authorized Agent **For:** **Date:** 9/6/2023	**By:** **Name:** RONALD HOPER **Its:** AUTHORIZED AGENT **For:** SHEA HOMES, INC. **Date:** 9/11/2023

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

Kathryn Mirassou
Deputy/Assistant/City Attorney

Attachments:

Attachment 1 – Legal Description
Attachment 2 - Location of Affordable Units
Attachment 3 – 2023 Affordable Homeownership Program Sales Prices
Attachment 4 - City Loan Documents

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of _____ }

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 September 12, 2023 before me, Kathy Lynn Barlow , Notary Public, personally appeared David Best and Donald A Hofer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

KATHY LYNN BARLOW
Notary Public - California
Alameda County
Commission # 2392707
My Comm. Expires Mar 2, 2026

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S):
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

Legal Description

For APN/Parcel ID(s): 903-0010-029 portion and 903-0010-030 portion

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE , COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

(RESULTANT PARCEL A):

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 12 AND 13, AS SHOWN ON TRACT MAP 7610, BOOK 293 OF MAPS AT PAGE 14, ALAMEDA COUNTY RECORDS, AND AS SHOWN AND DESCRIBED AS RESULTANT PARCEL A IN THAT CERTAIN GRANT DEED, RECORDED APRIL 28, 2023, SERIES NO. 2023-048211, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 13, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 13 SOUTH 88°41'57" EAST, 352.642 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID PARCELS 12 AND 13 THE FOLLOWING SIX (6) COURSES:

1. SOUTH 14°45'08" EAST, 175.316 FEET;
2. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 55.000 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 57°54'32" WEST, HAVING A CENTRAL ANGLE OF 17°20'20" AND AN ARC LENGTH OF 16.644 FEET;
3. SOUTH 14°45'08" EAST, 64.667 FEET;
4. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 19.500 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 49°05'29" EAST, HAVING A CENTRAL ANGLE OF 55°39'39" AND AN ARC LENGTH OF 18.944 FEET;
5. SOUTH 14°45'08" EAST, 177.200 FEET;
6. THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 39.500 FEET, HAVING A CENTRAL ANGLE OF 88°46'25" AND AN ARC LENGTH OF 61.201 FEET TO A POINT OF CUSP ON THE SOUTHERLY LINE OF SAID PARCEL 12;

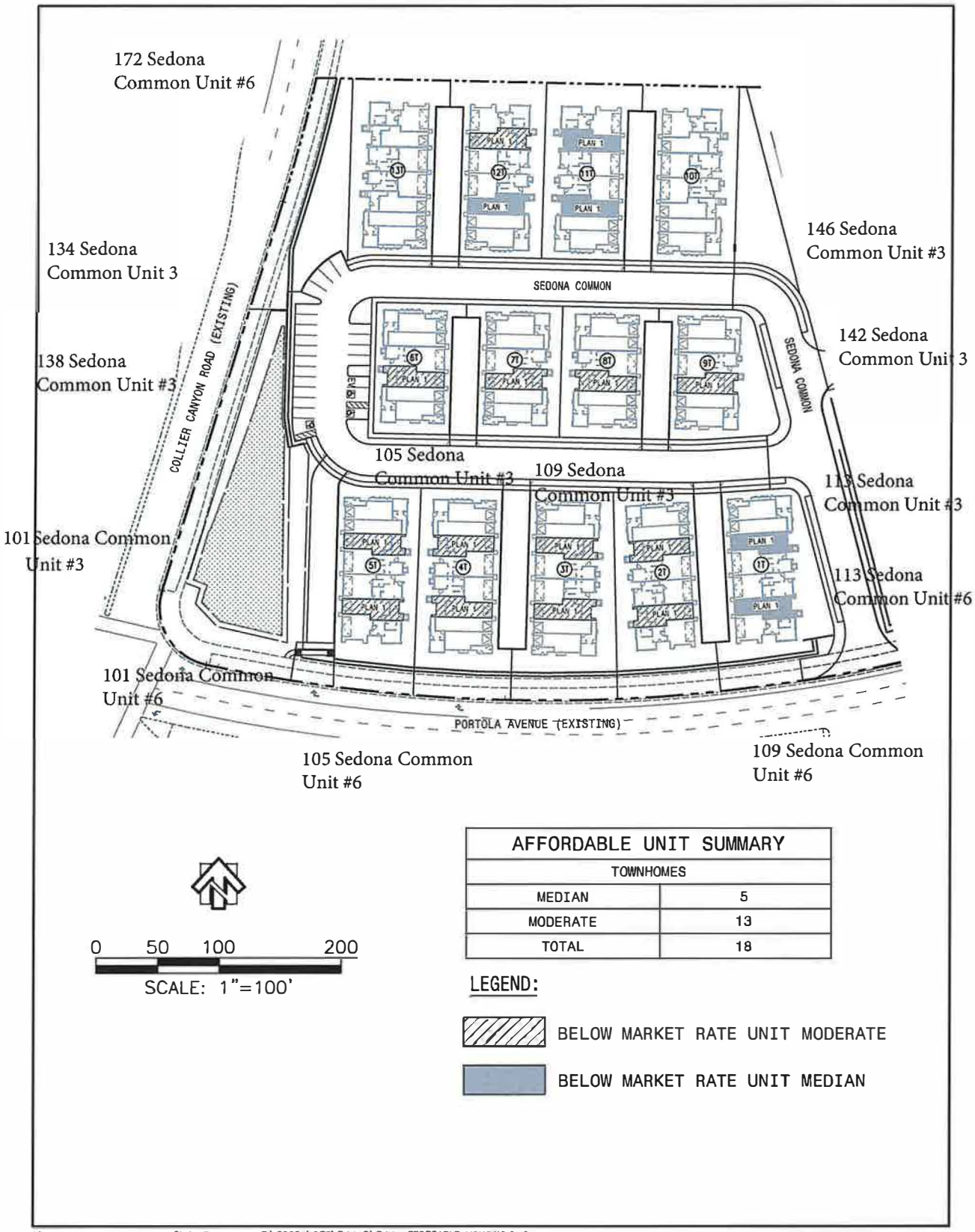
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS 12 AND 13, AND THE WESTERLY LINE OF SAID PARCEL 13 THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,348.000 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 13°31'33" WEST, HAVING A CENTRAL ANGLE OF 25°32'25" AND AN ARC LENGTH OF 600.889 FEET;
2. ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 48.000 FEET, HAVING A CENTRAL ANGLE OF 94°54'45" AND AN ARC LENGTH OF 79.514 FEET;
3. NORTH 16°55'37" EAST, 332.748 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1,243.000 FEET, HAVING A CENTRAL ANGLE OF 04°49'36" AND AN ARC LENGTH OF 104.710 FEET TO THE **POINT OF BEGINNING.**

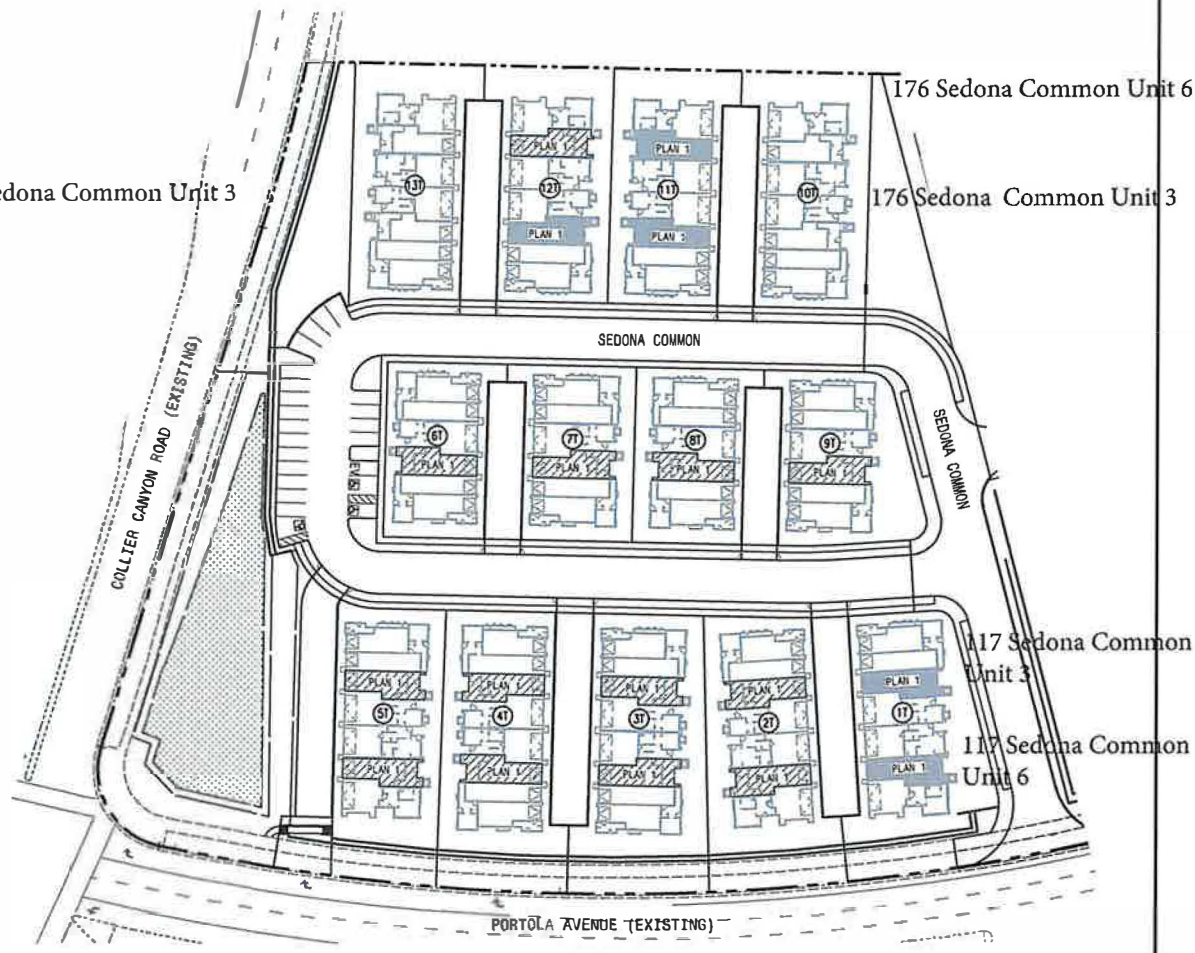
APN'S: 903-0010-029 (PORTION) & 903-0010-030 (PORTION)

Location of Affordable Units



AFFORDABLE UNIT SUMMARY	
TOWNHOMES	
MEDIAN	5
MODERATE	13
TOTAL	18

07-11-2023 3:35pm Chris Ferrel P:\29024\DES\EXH-D\EXH-AFFORDABLE HOUSING.DWG
REFERENCES: P-CS-29024; P-TP-29024; P-DV-29024; D-TP-29024



AFFORDABLE UNIT SUMMARY	
TOWNHOMES	
MEDIAN	5
MODERATE	13
TOTAL	18

0 50 100 200

SCALE: 1"=100'

LEGEND:

BELOW MARKET RATE UNIT MODERATE

BELOW MARKET RATE UNIT MEDIAN

07-11-2023 3:35pm Chris Ferrel P:\29024\DES\EXH-D\EXH-AFFORDABLE HOUSING.DWG

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

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	$50,000	$109,099	$76,750	$204,264	$99,950	$286,800	$119,950	$357,952
1	2	$57,150	$134,536	$87,700	$243,220	$114,250	$337,673	$137,100	$418.964
2	3	$64,300	$159,972	$98,650	$282,175	$128,500	$388,369	$154,200	$479,799
3	4	$71,400	$185,231	$109.600	$321,131	$142,800	$439,242	$171,350	$540,811
4	5	$77,150	$205,687	$118,400	$352,437	$154,200	$479,799	$185,050	$589,550

**Effective January 1, 2023*

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	$30,000	$750	$50,000	$1,250	$60,000	$1,500	$76,750	$1,919	$99,950	$2,499	$119,950	$2,999
1(*)	1.5	$34,300	$858	$53,575	$1,339	$64,290	$1,607	$82,225	$2,056	$107,100	$2,678	$128,525	$3,213
1	2	$38,600	$965	$57,150	$1,429	$68,580	$1,715	$87,700	$2,193	$114,250	$2,856	$137,100	$3,428
2	3	$42,850	$1,071	$64,300	$1,608	$77,160	$1,929	$98,650	$2,466	$128,500	$3,213	$154,200	$3,855
3	4	$46,300	$1,158	$71,400	$1,785	$85,680	$2,142	$109,600	$2,740	$142,800	$3,570	$171,350	$4,284
4	5	$49,750	$1,244	$77,150	$1,929	$92,580	$2,315	$118,400	$2,960	$154,200	$3,855	$185,050	$4,626

**Effective November 28, 2022*

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2022. The Affordable Sales Prices are effective for the 2023 Affordable Homeownership Program year and thereafter until updated by City Council. The 2022 Area Median Income for a 4-person household of $142,800 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.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits are effective upon adoption by City Council 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.

Date Adopted by Livermore City Council: November 28, 2022

COMPLIMENTARY RECORDING
REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:
City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence: _____
Livermore, CA 94551

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____ day of _____, 2021 by and between the City of Livermore, a municipal corporation (the "City") and _____ (the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low and moderate income households to be unable to purchase single family homes.

B. To assist low and moderate income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low and moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

D. Without the City's Inclusionary housing requirements, which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single family residence.

E. The City's secondary financing represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single family home and to participate in the Affordable Homeownership Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a lesser lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of the First Lender.

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413(b)(2).

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement:

A. "Affordable Purchase Price" shall mean the maximum purchase price for Moderate Income (120% AMI) housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

B. “Affordable Rent” shall mean the lesser of the actual housing costs (including mortgage, homeowners’ insurance, hazard and flood insurance, homeowners’ association dues) or City affordable rental maximum plus reasonable and customary property management services fee.

C. “City Option” shall mean the City’s option to purchase Residence as defined in Section 15.A.

D. “Excess Rental Proceeds” shall mean all rental proceeds collected by the Owner that exceed the Affordable Rent.

E. “Excess Sales Proceeds” shall mean the portion of the gross sales proceeds received by the Owner from a subsequent purchaser, which exceeded the Affordable Sales Price for the Residence that is due to the City. The amount of Excess Sales Proceeds due to the City shall be no greater than the equivalent amount of 3% compounded annual interest on the principal amount of the City Note for a maximum of twenty (20) years. The actual amount of excess sales proceeds due to the City shall be calculated according to the number of years outstanding on the City’s Note.

F. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

G. “First Lender” shall mean

H. “First Lender Deed of Trust” shall mean the deed of trust from Owner to

I. "First Lender's Loan" shall mean the loan to Owner made by and any loan to Owner in the name of or held by CalHFA.

J. "Median Income" shall mean the median annual income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

K. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

L. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 14 below.

M. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, (other than as may be permitted in Section 8 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title, or deed of trust.

A Transfer shall not include a transfer by gift, devise or inheritance: (i) to an existing spouse, domestic partner, surviving joint tenant, or child; (ii) by an Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Residence; (iii) between spouses as part of a marriage dissolution proceeding; (iv) to an existing spouse or domestic partner of Owner by devise or inheritance following the death of Owner; (v) by Owner into an inter vivos trust in which Owner is the beneficiary; or (vi) refinance of the First Mortgage meeting the requirements of Section 17 of this Agreement; provided, however, that Owner shall provide written notice of all such transfers to City; and Owner shall continue to occupy the Residence as his or her principal place of residence (except where the transfer occurs pursuant to subsection (iii) or (iv) above, in which event the transferee shall owner-occupy the Residence and affirmatively assume Owner's obligations under this Agreement and the City Note.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, _____, Livermore, California, (the "Residence"), which is more fully described in Exhibit A attached hereto and

incorporated by reference.

3. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement (the "Term").

4. OWNER CERTIFICATIONS; OWNER OCCUPANCY MONITORING

The Owner certifies that all financial and other information provided in order to qualify to purchase the Residence is true and correct as of the date first written above.

The Owner further covenants and agrees to occupy the Residence as Owner's primary residence for the duration of Owner's ownership and shall not rent or lease the property or portion thereof during the Term of this Agreement without prior written approval of City. The Owner shall be considered as occupying the Residence if the Owner is living in the Residence for at least ten months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion. Without limiting the generality of the foregoing, any absence from the Residence by Owner for a period 60 days or more days shall be deemed an abandonment of the Residence as the primary residence of Owner in violation of the conditions of this Section 4. On or before May 1 of each calendar year, the Owner shall provide an annual written certification to the City, in the form shown in Exhibit C, that the Owner is occupying the Residence as Owner's principal place of residence, and that Owner is not renting the Residence, or any portion thereof, to another party. Owner shall comply with all applicable laws relating to the use and maintenance of the Residence, including but not limited to the City of Livermore Municipal Code, City of Livermore Planning and Zoning Code, and all other local, state and federal laws.

5. NO CRIMINAL ACTIVITY

Owner agrees that no resident residing on the Property, their guests or persons under their control shall permit, engage in, or facilitate criminal activity on the Property, in any building on the Property, or in the streets bordering the Property. This includes, without limitation the foregoing: (i) the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or

property.

6. NO RENTING OR LEASING OF HOME

The Owner shall not rent or lease the Residence, or any portion thereof, to another party, unless such rental or lease is first approved in writing by the City. The City shall approve the renting or leasing of the Residence only if *all* of the following conditions are met: (1) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without City approval; (2) the Owner demonstrates to the City's reasonable satisfaction that the Owner will incur substantial hardship, that would at the City's discretion not otherwise be remedied through the sale of the property, if he or she is not permitted to rent or lease the Residence to a third party; (3) the tenant qualifies as an Income Eligible Household, as certified to the City, and (4) the rent for the Residence does not exceed the Affordable Rent. Any rental or lease of the Residence in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Residence to a third party in violation of this Section 6, any Excess Rental Proceeds paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the City immediately upon receipt thereof by the Owner. Owner agrees that the collection of rents shall be monitored and administered through an independent, licensed property manager who shall be pre-approved by the City. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the City, as evidenced by the Note, which the City may collect by legal action against the Owner, including by foreclosure under the City Deed of Trust. The Owner hereby agrees that City shall not be responsible for any relocation, eviction, legal or moving expenses if the lessee is required to vacate the premises.

7. MAINTENANCE AND INSURANCE REQUIREMENTS

A. Maintenance. The Owner shall maintain the Residence, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner will not permit deterioration of the Residence, and shall make all repairs and replacements necessary to keep the Residence in good condition and repair. Failure by the Owner to maintain the Residence shall constitute a default under this Agreement for which

the City may exercise the City Option to purchase the Residence pursuant to Section 15 below. In case of default, funds to clean-up or repair damage to the property shall come from the Owner.

B. Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Residence (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 2 of the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request of the City.

8. SALE AND TRANSFER RESTRICTIONS

A. Prohibition on Transfer. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a default by Owner for which the City may exercise the City Option pursuant to Section 15 below.

B. Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Residence shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death and the following procedures shall apply:

1. If the person inheriting the Residence (the "Inheriting Owner") is a qualified inheritor under the City's definition of eligible parties not subject to Transfer (an "Inheriting Party"), that person shall provide the City documentation of his or her qualifications as an Inheriting Party, to be verified by the City. If the Inheriting Party fails to provide required documentation demonstrating the his or her relationship to the Owner within 60 days of the date of the Owner's death, the party shall be deemed not to qualify as an Inheriting Party. The Inheriting Party shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust and shall execute an assumption agreement containing the terms of the Agreement, City Note and Deed of Trust between the Inheriting Owner and the City and recorded against the Residence.

2. If the Inheriting Owner is not a qualified Inheriting Party, he or she shall Transfer the Residence to an Eligible Purchaser at a price not exceeding the Affordable Purchase Price, pursuant to the procedures set forth in Sections 9 through 14 below and the City may exercise the City Option pursuant to Section 15 below. Prior to initiating a Transfer pursuant to this section, the Inheriting Owner shall provide the City with an Owner's

Notice of Intent to Sell within sixty (60) days of the date of death of the Owner.

3. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 8 shall constitute a Default under this Agreement and the City may then exercise any of the remedies set forth in Section 18 below, including, without limitation, exercise of the City Option upon Default.

9. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 26 of this Agreement at least one hundred twenty (120) days prior to the actual date of the Transfer or vacation of the Residence, or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify the Owner within thirty (30) days regarding exercise of the City Option. If the City chooses not to exercise the City Option, City will notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase and shall further provide a Response Notice to Owner that will include the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Sales Price the Owner may receive for the Residence, calculated by the City pursuant to Section 14 below. The Owner may receive referrals for Eligible Purchasers by the City and or its approved homeownership counseling provider for a reasonable administrative fee.

10. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all amounts due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

11. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that meets the Eligible Transfer requirements of Section 13 of this Agreement, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of

the difference between the Fair Market Value and the Affordable Sales Price at the time of Transfer and a new deed of trust in favor of the City and a new resale restriction agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement, the City Note, and City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by Owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

12. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. Transfer to Ineligible Purchasers. If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 13 below, the Owner shall first pay (i) all of the principal and interest due to the First Lender, and (ii) all principal and amounts owed on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. Transfer to Eligible Purchaser. If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 13 below, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 13. A. (5) and (6) of this Agreement. The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Affordable Purchase Price in effect at the date of sale as established by Council, subject to any adjustments due to Advances by the City or as described further in Section 14.

13. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer").

A. Disclosures and Submittals. The Owner and the Proposed Purchaser shall provide the following information to City:

1. The name, address and telephone number in writing of the Proposed Purchaser.

2. A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.

3. The proposed sales contract and all other related documents, which shall set forth the terms of the sale of the Residence, including the following terms:

   a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and

   b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.

4. A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to cover the costs of administering its rights and obligations under this Agreement.

5. An executed deed of trust and a promissory note from the Proposed Purchaser

in favor of the City except that the principal amount of the new promissory note shall equal the difference between the Fair Market Value and the Affordable Purchase Price at the time of Transfer. The new promissory note shall be subject to the Affordable Homeownership Program terms at the time of Transfer.

6. Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. Eligibility Of Purchaser. A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

1. Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the purchaser lives in the Residence for at least ten (10) months out of each calendar year.

2. The combined income for all household members of the purchaser does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

14. DETERMINATION OF SALES PRICE

A. To Eligible Purchaser. The maximum sales price (the "Sales Price") that the Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: (i) the Fair Market Value of the Residence; or (ii) the Affordable Purchase Price, plus the amount of the Excess Sales Proceeds. In the event that the sum of the Affordable Purchase Price plus the amount of the Excess Sales Proceeds under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Affordable Purchase Price plus the amount of the City Note equals the Fair Market Value. No adjustments to the Affordable Purchase Price shall be made for any improvements or upgrades to the unit.

B. Adjustments to Owner's Net Proceeds Sales Price. The owner's net proceeds may be decrease by the amount necessary to repair damage to the Residence, if any, and to place the Residence into saleable condition as reasonably determined by the City

including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and window coverings; making necessary structural, mechanical, electrical and plumbing repairs; addressing damage noted in the pest report, and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Residence in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted to cover any advances made by the City.

C. To Ineligible Purchaser. The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 12. A. of this Agreement.

D. Payment to City of Excess Sales Proceeds. If the Owner Transfers the Residence at an unrestricted price pursuant to this Section 14, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the principal balance of the City Note plus any Excess Sales Proceeds to the City.

15. OPTION TO PURCHASE

A. City Option to Purchase. Owner hereby grants to the City an option to purchase all of Owner's right, title and interest in and to the Residence ("City Option") upon the occurrence of an Option Event as defined in Section 15. C. below, subject to the terms and conditions contained herein.

B. Assignment of the City Option. The City may assign the City Option to another government entity, a nonprofit affordable housing or service provider, or a person or family that qualifies as an Eligible Purchaser. The City's assignment of the City Option shall not extend any time limits contained herein with respect to the exercise period of the City Option or the period within which the Residence must be purchased.

C. Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise the City Option upon the occurrence of any of the following events (each an "Option Event"):

1. Receipt of a Notice of Intent to Transfer (as defined in Section 9);
2. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Residence or of any estate or interest therein,

except as defined as Events not constituting a Transfer in Section 1.M.;

3. Any actual, attempted or pending encumbrance of the Residence, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 17 below;
4. Recordation of a notice of default and/or notice of sale pursuant to California Civil code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Residence;
5. Commencement of a judicial foreclosure proceeding regarding the Residence;
6. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or
7. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Sections 4, 5, 6, and 7 above.

16. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City. Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

17. REFINANCING OF THE RESIDENCE

If authorized by a First Lender, Owner may refinance the First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of the First Lender's loan plus 2% non-recurring closing costs. However, Owner may not refinance a First Lender's loan with a loan that contains any provisions for negative amortization or balloon payments. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 17 of this Agreement.

18. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) exercise the City Option; and/or (c) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

19. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15 of this Agreement.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City Option shall commence from the date the notice of default is given by the City to the Owner.

20. BINDING EFFECT

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b) the date of

a Transfer of the Residence to an Eligible Purchaser in accordance with Section 12. B. above, or (c) at least 55 years from the date of this Agreement.

21. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

22. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of a First Lender under the First Lender's Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of a First Lender Deed of Trust and shall not impair the rights of a First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under a First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Residence or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Residence pursuant to a deed or assignment in lieu of foreclosure this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust, which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924, and (ii) the City shall not have cured the default under the First Lender Deed of Trust within ninety (90) days of such notice.

23. AMENDMENTS AND MODIFICATIONS

This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or

termination is sought.

24. SEVERABILITY

If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

25. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

26. NOTICES

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 and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner:

To the City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

27. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

28. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY OF LIVERMORE:

By:_____
Marianna Marysheva, City Manager

OWNER:

_____

Approved as to form:

_____
Name:
Title: (Deputy/Assistant) City Attorney for
City of Livermore

CO-OWNER:

_____

Exhibits
A Residence Description
B City Note
C Sample Owner Occupancy Certification Form

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

State of California }
}
County of Alameda }

On _____, _____ who before me, _____Notary Public, personally appeared proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

EXHIBIT ‘A’

Legal Description

EXHIBIT ‘B’

Promissory Note

NOTICE TO BORROWER: **Loan No.**

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$ Dated:

Livermore, California

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the City of Livermore, a municipal corporation (the "City") at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $ plus any amounts due the City as Excess Sales Proceeds.

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resale Restriction Agreement, executed by the parties and of even date herewith.

2. Purpose of City Note. Borrower is purchasing the Residence pursuant to the City's Affordable Homeownership Program, which makes homes available at a price affordable to low or moderate income households. Pursuant to the City's Affordable Housing Ordinance, Livermore Development Code Section 10.06.050, the purchase price of the Residence is substantially below the market value to ensure the Residence will be affordable for purchase by low or moderate income households. Because the purchase price has been set below the market value, the Borrower is required and has agreed to execute a Resale Restriction Agreement that restricts the price of the Residence upon resale and requires the Borrower to pay any Excess Sales Proceeds to City upon resale . In addition, the Resale Restriction Agreement prohibits the renting or leasing of the Residence except with prior written approval of the City.

3. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of Dollars ($) plus Excess Sales Proceeds for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in Paragraph 4, below.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at , Livermore, California (the "Residence").

5. Repayment. The total amount of the principal and any Excess Sales Proceeds owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise

There shall be no payments due on amounts owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This Note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note pursuant to provisions of the Resale Restriction Agreement.

The City shall forgive the principal due under this Note at the time of a Transfer or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust do not exceed the Fair Market Value of the Residence.

6. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low or moderate-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code, which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

7. Prepayments. Borrower may prepay all or any amount of the principal balance due under this Note.

8. Default and Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any Excess Sales Proceeds under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

14. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

15. Non-recourse; Assignment by City. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

DATE: BORROWER:

_____

DATE: CO-BORROWER:

_____

EXHIBIT A

ATTACHMENT 4

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Complimentary Recording Request Pursuant To Government Code Section 27383

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.:

File No.:

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)

THIS DEED OF TRUST, made this between

TRUSTOR: whose address is

TRUSTEE:
and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of dated securing an original amount of $, which is recorded concurrently herewith.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of $, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

_____

Dated: _____

_____

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 _____ _____, before me, , Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

_____ (Seal)
Signature of Notary Public

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto.· Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor here6y gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as It may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto .. -

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its titJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, Including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

EXHIBIT A
ATTACHMENT 4

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: , a Corporation, **Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

_____

_____

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

EXHIBIT 'C'

LIVERMORE
CALIFORNIA

Annual Compliance Report

Certificate of Owner Occupancy

Due by May 1st Annually

Address: _____ Livermore CA

I/We hereby certify that I/we have continuously occupied the unit located at the above named address as our Primary Residence as defined according to the City's loan documents. I/We understand that failure to occupy the unit as our Primary Residence shall be cause for default under the City's loan agreements.

Signature(s): Date:

_____ _____

_____

☐ Copy of the most current (April) PG&E statement/bill included (first page only).

Changes to phone or email contact? Please update here:

_____

For concerns about providing this information, changes in property owner status or other questions, please contact the City's Housing and Human Services Division at (925)960-4580.

Mail or deliver completed form and documents to:

City of Livermore
Housing and Human Services Division
1052 S. Livermore Avenue
Livermore, CA 94550

LIVERMORE
CALIFORNIA

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

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Western Roofing to replace the Green House #3 roof at the Water Resources Plant (WRP) in an amount not-to-exceed $359,724 and authorizing an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Western Roofing to replace the Green House #3 roof at the Water Resources Plant (WRP) in an amount not-to-exceed $359,724 and authorizing an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

SUMMARY

In March 2023, the Green House Building #3 located at the Livermore Water Reclamation Plant (WRP) sustained significant wind damage during a heavy storm. Additional damage was incurred due to a second windstorm in April 2023. Large sections of the roof were blown off. Based on the extent of the damage significant repair work is necessary. Staff recommends the execution of an agreement with Western Roofing to complete these repairs and an appropriation of $359,724 from the Water Resources Replacement Fund (239) to fund the roof replacement.

DISCUSSION

There are three Green House buildings located at the WRP facility that were damaged during a heavy storm. Buildings #1 and #2 sustained minor damage that has already been repaired. Building #3 sustained the most extensive damage. Staff obtained quotes to compare the cost of replacing damaged and missing roofing components with a full roof replacement.

The Green House buildings were constructed in 1991, and their roofs have reached the end of their projected useful lives. The cost of replacing the missing and damaged roof panels in-kind with fiberglass panels is approximately the same as the cost of replacing the entire roof with galvalume panels. To ensure the roof support structure can handle the additional weight of the metal panels, staff had a

consultant perform an engineering evaluation of the building structure which confirmed that it can support the added weight.

The City has a current agreement with Western Roofing to carry out preventive and maintenance roof repairs as needed. The roof replacement falls outside of the scope of the existing agreement. Western Roofing was selected pursuant to a cooperative contracting arrangement facilitated by the Region XIV Education Service Center with Tecta America Corporation, the parent company of Western Roofing. This cooperative arrangement complies with the provisions of LMC 2.68.370 and §390.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost to replace the Green House Building #3 roof will not exceed $359,724. An insurance claim was submitted from which a reimbursement in the amount of $109,724 is expected. An appropriation from the Water Resources Replacement Fund (239) in the amount of $359,724 to account 2391-45040 is necessary to fund this action. Staff do not anticipate additional fiscal or administrative impacts from the approval of this action.

COMMUNITY PILLAR
5: A City that Works

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTERN ROOFING TO REPLACE THE GREEN HOUSE #3 ROOF AT THE WATER RESOURCES PLANT IN AN AMOUNT NOT-TO-EXCEED $359,724

The City of Livermore Water Reclamation Plant Green House Building #3 sustained significant roof damage during windstorms earlier this year requiring significant repairs. City of Livermore staff have determined that it is more economical and beneficial to replace the entire roof with new galvalume panels.

In compliance with 2.68.370 and §390 of the Livermore Municipal Code, Western Roofing was selected via a cooperative purchasing arrangement to provide roof replacement services.

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

1. Authorizes the City Manager to execute a general services agreement with Western Roofing, attached hereto as Exhibit A, for the term of September 25, 2023, through December 31, 2023, in an amount not-to-exceed $359,724.

2. Authorizes an appropriation in the amount of $359,724 from the Water Resources Replacement Fund (239) to account 2391-45040 to fund the roof replacement.

On motion of _____, seconded by_____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Western Roofing. Agreement for Services

RESOLUTION NO. _____

DocuSign Envelope ID: DD12D006-7E12-439D-9AA2-2F5CCAFDAB17

EXHIBIT A

AGREEMENT FOR SERVICES

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

RECITALS

City requires services to replace the roof of Green House Building #3 located at the Livermore Water Reclamation Plant.

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

AGREEMENT

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

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

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

3. Description of Services. Contractor shall provide services to supply materials and install a new roof as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

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

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

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

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

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

(f) Coordinate the Services with Kevin Kolte, Water Resources Maintenance 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 Contractor by the Project Manager, to answer questions or inquiries related to the Services;

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

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

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

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

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

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

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $359,724.00 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on September 25, 2023, and terminates upon the completion of the Services or December 31, 2023, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CONTRACTOR: Attention: Duane Motogawa
Western Roofing Service
15002 Wicks Blvd.
San Leandro, CA 94577

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.

CONTRACTOR: **Dated:**

DocuSigned by:
Kris Makie
F36365105D70413...

9/1/2023 | 2:55 PM PDT

By: Kris Makie
Title: Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Magganti
24558B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

DocuSign Envelope ID: DD12D006-7E12-439D-9AA2-2F5CCAFDAB17

EXHIBIT A
SCOPE OF WORK

Contractor shall provide all necessary labor, materials, equipment, and supplies to perform the Greenhouse Building 3 Roof Replacement located at the Livermore Water Reclamation Plant:

1. Demo, remove, and dispose of existing fiberglass corrugated roof panels.
2. Remove and replace in kind approximately 25 linear feet 4"x8" and 75 linear feet 6"x8" damaged pressure treated wood purlins with new pressure treated wood purlins utilizing Simpson Strong-Ties Heavy Tie Plates, Gusset Angles and Hangers.
3. Installation of 2"x8" pressure treated wood facia, side rafters and 4"x4" blocking to entire perimeter.
4. Installation of 12,560 square feet of new 20-gauge galvalume corrugated roof panels.
5. Installation of approximately 4,800 linear feet of 1" Butyl Tape to all connecting panel joints.
6. Installation of approximately 390 linear feet of 6.5"x9" Perimeter Edge Metal.
7. Installation of approximately 95 linear feet of 6"x6" Roof to Wall Metal Flashing.

TERMS

1. All employees of the Contractor shall wear uniforms or badges clearly identifying them as employees of the Contractor all times while completing work.
2. Contractor shall follow all applicable safety rules and regulations.
3. Contractor shall allow City staff to be present during and monitor all aspects of the work.
4. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
5. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
6. Contractor shall properly dispose of all debris or spoils generated by the work of Contractor.
7. Contractor shall provide any necessary traffic control measures to ensure the safety of the public.
8. Contractor shall properly classify the materials collected and complete any necessary hazardous material manifest or related paperwork.

COMPENSATION

1. CITY shall compensate CONTACTOR according to the following pricing:

    - 20 Guage Galvalume Corrugated Roof: $359,724

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of a three-year agreement with SNF Polydyne, Inc. for the supply of polymer chemicals used for the dewatering process at the Livermore Water Reclamation Plant (LWRP) in an amount not-to-exceed $1,111,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with SNF Polydyne, Inc. for the supply of polymer chemicals used for the dewatering process at the LWRP, in an amount not-to-exceed $1,111,000.

SUMMARY

On June 19, 2023, the Water Resources Division of the Public Works Department opened a Request for Bid for the supply and delivery of liquid cationic polymer for use in the dewatering of biosolids. Bidding closed on July 17, 2023. SNF Polydyne, Inc. was the sole responsive bidder at $1.72 per wet pound.

DISCUSSION

As part of the solids treatment process, the Livermore Water Reclamation Plant (WRP) uses a cationic polymer to dewater the biosolids prior to disposal. This helps reduce the total weight of the biosolids thereby lowering the cost of transporting to farms or landfills. Last year, the WRP used 233,000 pounds of polymer for the dewatering process. Pricing for FY 2022-23 was $1.58 per wet pound. The proposed pricing for a new agreement is a nine (9) percent increase and is anticipated to continue to increase in subsequent years by no greater than the Consumer Price Index.

The proposed agreement has a term of three years commencing October 1, 2023, and expiring September 30,2026.

FISCAL AND ADMINISTRATIVE IMPACTS

This three-year agreement has a not-to-exceed total cost of $1,111,000. Funding for the first two years is included in the adopted budget for FY 2023-25 in the Sewer Enterprise Fund (230). Staff does not

anticipate any new administrative impacts from the execution of this agreement.

COMMUNITY PILLAR

1. A Safe Community That Thrives

GOAL

11. Operate and maintain a municipal water system that provides safe, efficient delivery of potable and recycled water, collects wastewater, and complies with all federal, state, and local regulations

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SNF POLYDYNE INC. FOR THE SUPPLY OF LIQUID POLYMER FOR BIOSOLIDS DEWATERING IN AN AMOUNT NOT-TO-EXCEED $1,111,000

The Water Reclamation Plant requires the use of liquid polymer in order to dewater digested sludge prior to transport to a landfill. This helps reduce the weight and cost of disposal.

On July 17, 2019, after a public bidding process, SNF Polydyne Inc. was the only vendor to submit a bid for the supply of liquid polymer. The proposed product meets the requirements of the Water Reclamation Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is hereby authorized to execute an agreement with SNF Polydyne Inc., attached hereto as Exhibit A, in an amount not-to-exceed $1,111,000, for the supply of liquid polymer for biosolids dewatering.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanrti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with SNF Polydyne

DocuSign Envelope ID: 5AD17302-24DF-4BD3-AD65-D335A51FAAE3

EXHIBIT A

AGREEMENT FOR SERVICES

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

RECITALS

City requires services to supply and deliver dewatering polymer to the Livermore Water Reclamation Plant.

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

AGREEMENT

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

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

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

3. Description of Services. Contractor shall provide services to supply and deliver dewatering polymer to the Livermore Water Reclamation Plant as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

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

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

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

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

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

(f) Coordinate the Services with Jimme Truesdell, Water Resources Operations 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 Contractor by the Project Manager, to answer questions or inquiries related to the Services;

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

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

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

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

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

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

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $ 1,111,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on October 1, 2023, and terminates upon the completion of the Services or September 30, 2026, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CONTRACTOR: Attention: Boyd Stanley
Polydyne Inc.
One Chemical Plant Road
Riceboro, GA 31323

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

DocuSign Envelope ID: 5AD17302-24DF-4BD3-AD65-D335A51FAAE3

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

CONTRACTOR:

DocuSigned by:
Boyd Stanley
2505B2DF99E6496...

By: Boyd Stanley
Title: Vice President

Dated:

8/24/2023 | 12:36 PM PDT

CITY OF LIVERMORE:

_____

Marianna Marysheva
City Manager

Dated:

_____

APPROVED AS TO FORM:

DocuSigned by:
Tara Magganti
24558B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

DocuSign Envelope ID: 5AD17302-24DF-4BD3-AD65-D335A51FAAE3

EXHIBIT A

SCOPE OF WORK

SCOPE

CONTRACTOR shall provide all necessary labor. Equipment, vehicles, supplies, and materials to provide the following service:

1. Supply and deliver CLARIFLOC WE-1196 or CLARIFLOC WE-2614 dewatering polymer to the Livermore Water Reclamation Plant (WRP) located at 101 Jack London Boulevard in Livermore, California.

TERMS AND CONDITIONS

1. CONTRACTOR shall deliver polymer to the WRP within 14 days of order.
2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received.
3. CONTRACTOR or representative must notify CITY staff upon reaching the WRP so that the CITY staff may verify the product being delivered.
4. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge polymer into the WRP tank.
5. CONTRACTOR or representative shall clean any spillage of polymer generated during the filling process.
6. CONTRACTOR or representative shall provide a weight tag to CITY for each delivery.

COMPENSATION

1. City shall compensate CONTRACTOR at the rate of **$**1.72 per wet pound.
2. Each year on July 1, beginning in 2024, unit prices will be adjusted by the percentage listed in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward region (CPI-U) using the 12-month change in April. This adjustment will be documented each year through a signed letter from the City to the Contractor.
3. In no event shall a price increase result in more than a 10% increase from the prior annual not-to-exceed price and/or the prior annual unit price.
4. In the event that CONTRACTOR offers polymer to another governmental entity within a 100 mile radius of CITY as a lower price than set forth in this Agreement, CONTRACTOR shall notify the CITY within 30 days of the lower price and provide polymer to the CITY at the same lower price.

DocuSign Envelope ID: 5AD17302-24DF-4BD3-AD65-D335A51FAAE3

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$2,000,000** 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 occurrence.
5. Pollution Liability:
   $2,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. 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. 5.6**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing execution of a two-year grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2023-24 and 2024-25 in the amount of $300,000 per year.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2023-24 and 2024-25 in the amount of $300,000 per year.

SUMMARY

Since i-GATE's founding in 2010, the City of Livermore has provided financial and staff support for the organization's activities, which have included operation of a startup incubator, entrepreneur training programs, regional branding campaigns, workforce development activities, and networking events. From 2014 to October of 2022, i-GATE was managed by City staff member Brandon Cardwell, who served as executive director of the non-profit organization. An independent executive director, Yolanda Fintschenko, PhD., was appointed by the i-GATE board of directors in October 2022 to lead i-GATE through a period of new growth, including the reopening of the Daybreak Labs startup incubator which was severely affected by the Covid-19 pandemic.

While i-GATE no longer requires City staff to serve in a leadership capacity for the organization, City funding is still needed to support i-GATE's entrepreneur development activities, specifically the operation of the Daybreak Labs startup incubator. The attached two-year grant agreement (Exhibit A to the Resolution) will provide financial support and certainty for i-GATE as it reestablishes Daybreak Labs and continues offering training, networking, and branding initiatives that support the growth of the local innovation economy.

DISCUSSION

In 2009, the State office known at the time as the Governor's Office of Economic Development (GO-ED) issued a call for proposals to establish a network of innovation hubs, or "iHubs," throughout California.

The City of Livermore, Lawrence Livermore National Laboratory, and Sandia National Laboratories-CA collaborated to submit a proposal that included dozens of additional partners spanning government, industry, and academia. The proposal was titled “Innovation for Green Advanced Transportation Excellence” (i-GATE), focused commercialization of advanced energy and transportation technologies from Livermore’s two national labs, leading to high-quality job creation and investment in the local innovation economy.

The proposal was accepted by GO-ED, and i-GATE was named one of the first six iHubs under the new state program. Shortly after the designation was received, it became clear that the State did not intend to provide any financial support for the iHub program. i-GATE's local partners, including the City of Livermore, agreed to provide the necessary financial support to advance the initiative's programs, particularly the establishment of an independent non-profit startup incubator, which opened in June of 2011.

Since that time, the City has provided ongoing financial support for i-GATE's incubation and programming activities supporting over 30 startup companies throughout the organization's history. These activities have resulted in the creation of hundreds of jobs across the region and investment of over $150 million in venture capital in local startups supported by i-GATE's incubator, Daybreak Labs. Additionally, i-GATE conducts entrepreneurial training, regional branding, and professional networking activities under the banner Startup Tri-Valley. These activities include the annual Tri-Valley Life Sciences Summit, the NextTech Speaker Series, The Unseen Opportunity in Women's Health, and 10 educational events for startups in 2023 alone. i-GATE also hosts the Startup Tri-Valley podcast, highlighting local entrepreneurs and investors, which is recorded at a podcast studio in Livermore.

From 2014 to October of 2022, City staff member Brandon Cardwell served as executive director of i-GATE in addition to his role with the City. In October of 2022, Yolanda Fintschenko, PhD., was hired as i-GATE's first independent executive director since 2013. Dr. Fintschenko's primary task was to operationalize the new Daybreak Labs facility at 7683 Southfront Rd., which is focused on serving life sciences and "deep tech" startups, including those working on commercializing technologies focused on climate, energy, agriculture, materials, and other scientific disciplines. While i-GATE no longer requires City staff to serve in a leadership capacity for the organization, City funding is still needed to support i-GATE's entrepreneur development activities. The attached two-year grant agreement will provide financial support and certainty for i-GATE as it reestablishes Daybreak Labs and continues offering training, networking, and branding initiatives that support the growth of the local innovation economy.

FISCAL AND ADMINISTRATIVE IMPACTS

The $300,000 per fiscal year has already been budgeted in the City's General Fund (Fund 001) for FY 2023-24 and FY 2024-25.

COMMUNITY PILLAR
2. Economy That Prospers

GOAL
3. Encourage an innovation driven economy

ATTACHMENTS

1. Resolution
2. Exhibit A - Grant Agreement with i-GATE Development Corporation

Prepared by: Theresa De La Vega
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH i-GATE DEVELOPMENT CORPORATION FOR FISCAL YEARS 2023-2024 AND 2024-2025, IN THE AMOUNT OF $300,000 FOR EACH FISCAL YEAR

In 2009, the State office, then known as the Governor's Office of Economic Development (GO-ED), issued a call for proposals to establish a network of innovation hubs, or "iHubs," throughout California. The City of Livermore, Lawrence Livermore National Laboratory, and Sandia National Laboratories-CA collaborated to submit a proposal that included dozens of additional partners spanning government, industry, and academia. The proposal was titled "Innovation for Green Advanced Transportation Excellence" (i-GATE) and was focused on commercialization of advanced energy and transportation technologies from Livermore's two national labs, with a goal of high-quality job creation and investment in the local innovation economy.

The proposal was accepted by GO-ED, and i-GATE was named one of the first six iHubs under the new state program. Shortly after the designation was received, it became clear that the State did not intend to provide any financial support for the iHub program. i-GATE's local partners, including the City of Livermore ("City"), agreed to provide the necessary financial support to advance the initiatives programs, particularly the establishment of an independent non-profit startup incubator called Daybreak Labs, which opened in June of 2011.

Since that time, the City has provided ongoing financial support for i-GATE's incubation and programming activities, supporting over 30 startup companies throughout the organization's history. These activities have resulted in the creation of hundreds of jobs across the region and investment of over $150 million in venture capital in local startups supported by Daybreak Labs. Additionally, i-GATE conducts entrepreneurial training, regional branding, and networking building activities under the banner Startup Tri-Valley.

The two-year grant agreement between i-GATE and the City will formalize roles, responsibilities, and deliverables provided by i-GATE to the City in exchange for a $300,000 per year two-year grant to i-GATE Development Corporation for Grant Activities to be completed in Fiscal Year 2023-24 and Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, or her designee, to execute the Agreement with i-GATE Development Corporation, attached to this resolution as Exhibit A, in the amount of $300,000 for each fiscal year.

On motion of Council Member _____, seconded by Council Member_____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – i-Gate Agreement

EXHIBIT A

AGREEMENT BETWEEN CITY OF LIVERMORE AND INNOVATION FOR GREEN ADVANCED TRANSPORTATION EXCELLENCE DEVELOPMENT CORPORATION (I-GATE DEVELOPMENT CORPORATION) FY 2023-2024 AND FY 2024-2025

THIS AGREEMENT is entered into this _____ day of _____, 2023 between the City of Livermore, a municipal corporation ("City") and Innovation for Green Advanced Transportation Excellence Development Corporation (i-GATE Development Corporation), a California nonprofit corporation ("Grantee ").

RECITALS

A. The City and Grantee desire to encourage an innovation-driven economy by building a vibrant and diverse network of entrepreneurs and providing them with resources they need to succeed in Livermore and the Tri-Valley region.

B. Grantee is a non-profit corporation dedicated to building a thriving startup community in Livermore and the Tri-Valley region.

C. The City has partnered with Grantee since 2010 to implement the City's economic development plans to increase entrepreneurship and startups.

D. The City has determined that the goals and activities of the Grantee are consistent with the Innovation and Economic Development goals of the City and therefore should be supported through the proposed grant of $300,000 per year for Fiscal Year 2023-24 and Fiscal Year 2024-25, which will enhance and support the City's innovation and economic development efforts.

AGREEMENT

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

I. SCOPE OF WORK

A. Grant Activities

Grantee provides entrepreneurial support and development services, including operating a startup incubation space for early-stage companies, branding initiatives to raise the profile of the Tri-Valley as an innovation hub, and entrepreneur training and networking events, as more particularly set forth in Exhibit "A" ("Grant Activities").

B. Grant Amount

The City will provide, and Grantee will use, funds in the amount of $300,000 per fiscal year (the "Funds") to perform the activities consistent with the terms and

conditions of this Grant Agreement. The City has not committed any funds to Grantee beyond Fiscal Year 2024-2025.

II. **TIME OF PERFORMANCE**

Grantee shall complete its Grant Activities during the fiscal year period beginning July 1, 2023 and terminating June 30, 2025.

III. **PAYMENT**

The City shall provide to Grantee the Grant Funds for fiscal year 2023-2024 in the amount of $300,000 within 30 days of the date on which this Agreement is executed by both the City and Grantee. City will provide Grant Funds in the amount of $300,000 for fiscal year 2024-2025 within 30 days of the start of the fiscal year on July 1, 2024.

IV. **NOTICES**

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: Attn: Brandon Cardwell, Innovation and Econ. Dev. Director
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

To Grantee: Attn: Yolanda Fintschenko, Executive Director
i-GATE Innovation Hub
7683 Southfront Road, Suite 230
Livermore, CA 94551

V. **ADMINISTRATIVE REQUIREMENTS**

A. <u>Documentation, Recordkeeping, Reporting and Monitoring</u>

1. *Documentation*: Grantee shall document and maintain the following records including, but not limited to:

a. Records providing a full description of the Grant Activities and the date(s) on which each of the Grant Activities occurred; and

b. Records demonstrating that each of the Grant Activities undertaken meets one of the objectives of this agreement.

2. *Retention Period*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Agreement for a period of two (2) years after the termination of all services funded under this Agreement.

3. *Annual Reporting:* Grantee shall provide:

b. Annual Report – an Annual Report will be provided at the end of each of the two fiscal years. The first report shall be submitted no later than July 5, 2024, and the final report shall be submitted no later than July 5, 2025. The Annual Report shall summarize the activities completed and describe the accomplishments of the i-GATE Development Corporation during the preceding program year.

b. Miscellaneous Reporting – Grantee shall notify the City in writing of any changes in organizational bylaws, personnel, and/or Board of Directors.

4. *Monitoring:* The City will generally monitor the Grantee's performance during the year. Monitoring may include a formal semi-annual review of the services/accomplishments and of the financial records of the Grantee.

VI. GENERAL CONDITIONS

A. Relationship of Parties – Independent Contractors

The relationship of the parties shall be that of independent contractors. Grantee and its employees are not City officers or employees. Grantee 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 completion of Grant Activities contemplated by this Agreement.

B. Hold Harmless and Indemnity

Grantee shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

C. Amendments

City or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of Grantee, and approved by the City. Such

amendments shall not invalidate this Agreement, nor relieve or release Grantee or City from its obligations under this Agreement.

D. Licenses and Permits

Grantee shall be responsible for obtaining all required City permits, licenses, etc., and for complying with all City Codes and Ordinances, as needed.

E. Insurance

Grantee, at its own cost and expense, shall carry and maintain insurance as specified in Exhibit B. A current copy of insurance shall be filed with the City and approved by its Risk Manager every year, upon renewal.

F. Suspension, Termination, Return of Funds

1. *Termination for Cause*: City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement; or

b. Ineffective or improper use of the Funds provided under this Agreement.

Written notice of termination must be provided at least ten (10) calendar days before the effective date of such termination.

2. *Effect of Termination*: In the event of termination, all of the Funds shall be returned to the City's General Fund.

Signatures on Next Page

EXHIBIT A

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

i-GATE Development Corporation
A Nonprofit Corporation
"Grantee"

DATED: 9/11/2023 | 10:08 AM PDT

BY: DocuSigned by: Yolanda Fintschenko
17916E5FF4C429...
Yolanda Fintschenko
Executive Director

CITY OF LIVERMORE
A Municipal Corporation
"City"

DATED: _____

BY: _____
Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by: Katherine Mirassou DS JS
D48B6A0C4F27411...
Katherine Mirassou
Deputy City Attorney

Exhibits:
Exhibit A – Grant Activities
Exhibit B – Insurance Requirements

Exhibit A – Grant Activities

i-GATE Development Corporation (i-GATE) is a non-profit development corporation organized under the General Nonprofit Corporation Laws of the State of California. It is dedicated to making the Tri-Valley the best place to start and grow a company, and to overseeing the initiatives and the disbursement of funds received to support high quality job creation and investment in the local innovation economy.

The Corporation was formed under the California Nonprofit Public Benefit Corporation Law for the public purposes described above, and it shall be nonprofit and nonpartisan. It is also subject to the Brown Act. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

i-GATE is an autonomous body from the City of Livermore. It has a separate and distinct personality from the City of Livermore. It is independent of the City, and it shall administer and control all personnel and technical operations at its headquarters, including the Daybreak Labs Incubation Facilities independently. It shall also fulfill its corporate and nonprofit responsibilities, as well as the following grant activities under this Agreement:

- Daybreak Labs Incubation Facilities Management
  - I-GATE shall manage the incubator operations for shared lab and office space in compliance with all local, state, and federal regulatory standards.
- Programs and Events
  - Events
    - i-GATE shall host and organize Member events that facilitate entrepreneur education and networking
    - i-GATE shall host and organize events to connect Daybreak Labs to the regional startup ecosystem.
  - Founder Programs
    - i-GATE shall connect founders to resources to help them succeed as startup leaders, including mentors and investors.
- Promotions
  - i-GATE shall own and maintain communication channels to promote branding initiatives that raise the profile of the Tri-Valley as an innovation hub, including:
    - Social media
    - Press releases
    - Advertising
    - Interviews with press

EXHIBIT A

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/$4,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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. 5.7**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution determining Tract 8613, Shea Portola Townhomes, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining Tract 8613, Shea Portola Townhomes, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

SUMMARY

The Shea Portola Townhome project, Tract Map 8613, located at the northeast corner of Portola Avenue and Collier Canyon Road, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Shea Homes, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Shea Homes in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

On June 12, 2023, the City Council adopted Resolution 2023-92, approving the formation of CFD No. 2023-1 and a future annexation area (Future Annexation Area) for CFD No. 2023-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2023-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations limit for CFD 2023-1.

Subsequently, on June 26, 2023, the City Council adopted Ordinance No. 2147, to levy special taxes within CFD No. 2023-1, including any parcels that annex into CFD No. 2023-1.

The Future Annexation Area was established for CFD No. 2023-1 to create a streamlined process for projects to annex into CFD No. 2023-1 and contribute maintenance funds for the public amenities and/or infrastructure that is installed within the Isabel Neighborhood Specific Plan. The Future Annexation Area coincides with the boundary of the Isabel Neighborhood Specific Plan area. Parcels within the Future Annexation Area may annex into CFD 2023-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2023-1 was formed to provide funding for the maintenance and operation of the following public amenities within the Isabel Neighborhood Specific Plan:

- Neighborhood Streets - Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan
- Neighborhood Parks
- Neighborhood Trails
- Neighborhood Plazas
- Pedestrian Bridge/Tunnel Crossing of Isabel Avenue
- Valley Link Plaza and Pedestrian Bridges
- Valley Link Parking Lot

Costs for CFD No. 2023-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2023-1.

The Shea Portola Townhome project, Tract Map 8613, is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Shea Homes, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Shea Homes in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Shea Portola Townhome project, Tract Map 8613, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zone 2 within the CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 is approximately $1,800,000 plus administrative expenses. As each new development within the

specific plan is completed, they will be assessed their pro-rata share of the overall maintenance expenses of the CFD No. 2023-1.

With this annexation, the Shea Portola Townhome project becomes Tax Zone 2 in CFD No. 2023-1. The FY 2024-25 Special Tax Requirement Max Cap for Zone 2 is estimated at $54,886, an average of $616 per residential unit as shown in Table 2 on page 16 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zone 2. The max cap for Tax Zone 2 will increase on July 1, 2024, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

Future annexations will be numbered sequentially as distinct tax zones for purposes of the RMA. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plan public infrastructure and amenities.

COMMUNITY PILLAR
2: Economy that Prospers

GOAL
4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

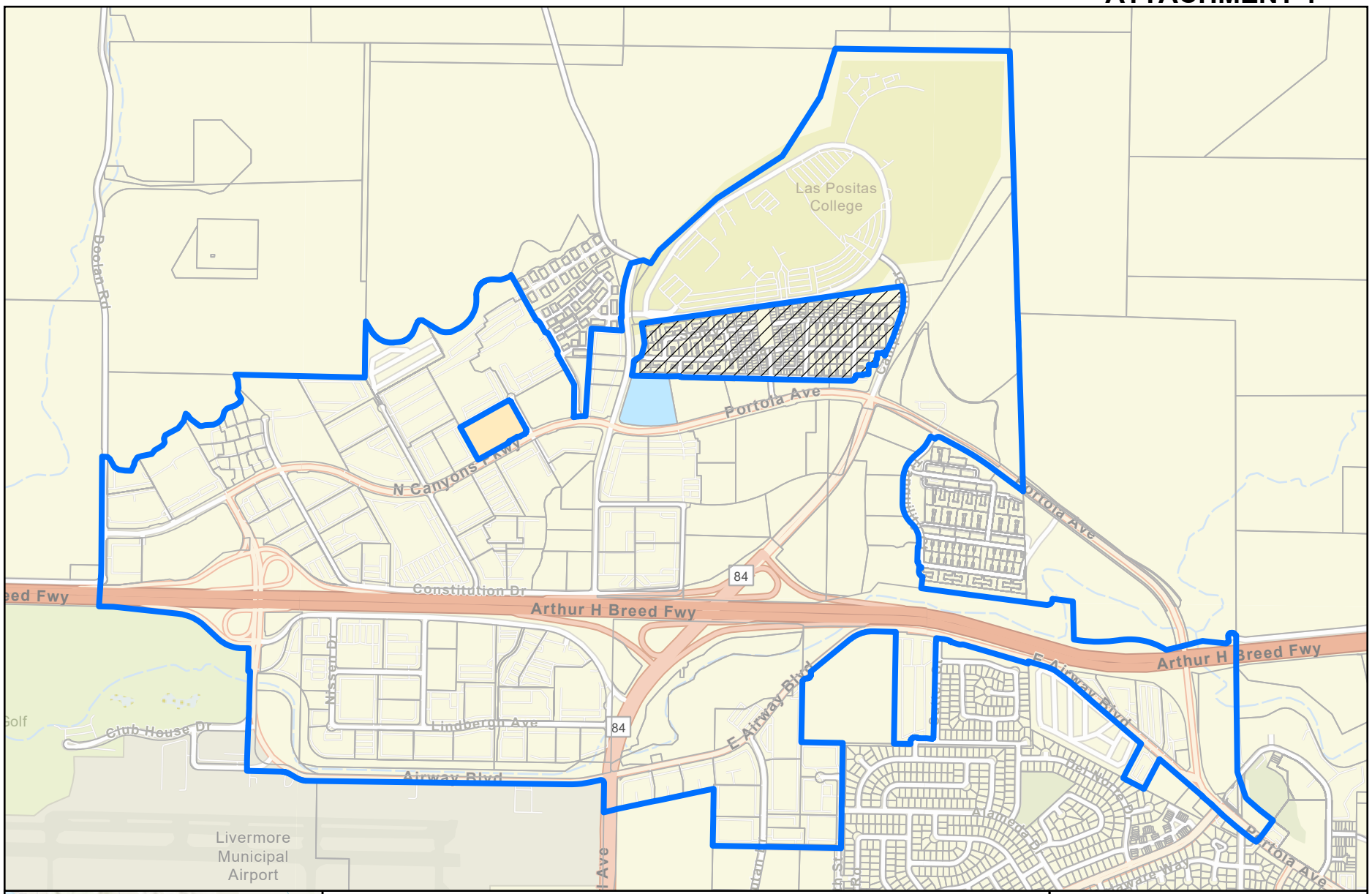
Prepared by: Debbie Salgado
Senior Civil Engineer

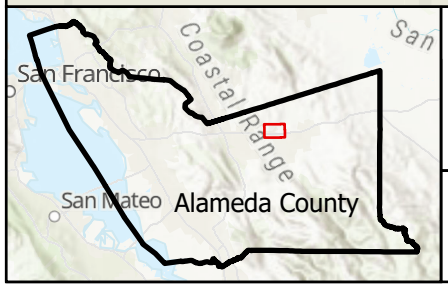
Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director





City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Tax Zone Map

- CFD 2023-1 Future Annexation Area
- Tax Zone 1 - Tract 8609
- Not A Part
- Tax Zone 2 - Tract 8613
- Parcels

NBS helping communities fund tomorrow

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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING TRACT 8613, SHEA PORTOLA TOWNHOMES, LOCATED AT THE NORTHEAST CORNER OF PORTOLA AVENUE AND COLLIER CANYON ROAD, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

Under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code the "Act"), this City Council is authorized to establish a community facilities district and to act as its legislative body.

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services) as provided in the Act:

(i) this City Council adopted Resolution No. 2023-092, entitled "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on May 17, 2023, in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 41-42, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on July 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by Resolution No. 2023-094, entitled "A Resolution Declaring Results of

Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

(iv) on July 26, 2023, this City Council adopted its Ordinance No. 2147, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

In order to comply with Section 53339.8 of the Act and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

Section 3. Notice of Annexation. This City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

Section 4. Map of Annexation. This City Council hereby orders and directs the City Clerk to record a map of the CFD showing the Annexation Property annexed to the CFD, if and to the extent required by the Act, in accordance with Section 3110.5 and Section 3113.5 of the California Streets and Highways Code.

Section 5. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A - Unanimous Approval

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Shea Homes - Subarea 2B (Phase 1)

Tract 8613

Annexation No. 1

Tax Zone 2

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. Property Owner. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons resident on the Property that are registered to vote.

2. Acknowledgement of CFD. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Article XIIIA of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit A hereto and made a part hereof.

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit C (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method").

c. Appropriations Limit: An initial appropriations limit for the CFD of $3,000,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as Document No. 2023070481. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. Disclosures. The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

7. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide

for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D

The full legal name of the Property Owner is: Shea Homes, Inc., a Delaware corporation

The foregoing Unanimous Approval is hereby executed this 15th day of August, 2023, in Livermore, California.

Shea Homes, Inc., a Delaware corporation

DocuSigned by:
By: Don Hofer
F41718BAE0924BD...

Name: Don Hofer

Its: Authorized Agent

Date: 8/15/2023 | 10:29:09 AM PDT

DocuSigned by:
By: Dave Best
49572CB1DECE417...

Name: Dave Best

Its: Authorized Agent

Date: 8/15/2023 | 10:02:09 AM PDT

EXHIBIT A

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

Special Taxes collected in the CFD will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit the CFD.

Public Street Services

Public Street Services include maintenance and operation of Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan. Public Street Services include, but are not limited to, pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curbs and gutters, street furniture, signage and monuments. The costs of Public Streets Services include any associated electricity, water and other utility costs.

Neighborhood Park Services

Neighborhood Park Services include maintenance and operation of public parks within the Isabel Neighborhood Specific Plan. Neighborhood Park Services include, but are not limited to, landscaping and irrigation, maintenance and operation of park lighting, playground equipment, play fields, parking lots ancillary buildings and structures, sidewalks, fencing, publicly owned masonry walls, public art and other improvements associated with public parks. Neighborhood Park Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Park Services include any associated electricity, water and other utility costs.

Neighborhood Trail Services

Neighborhood Trail Services include maintenance and operation of trails within the Isabel Neighborhood Specific Plan. Neighborhood Trail Services include, but are not limited to, trail restoration and rehabilitation, cleaning and trash pickup.

Neighborhood Plaza Services

Neighborhood Plaza Services include maintenance and operation of public plazas within the Isabel Neighborhood Specific Plan. Neighborhood Plaza Services include, but are not limited to, maintenance and operation of plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with public plaza space. Neighborhood Plaza Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Plaza Services include any associated electricity, water and other utility costs.

Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

Services related to Pedestrian Bridge/Tunnel Crossing include maintenance and operation of bridge or tunnel pedestrian surfaces and/or supports, specialty lighting, signage and monuments. Services also

include cleaning and removal of graffiti, trash pickup. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Plaza and Pedestrian Bridges

Services related to Valley Link Plaza include maintenance and operation of Valley Link plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with the Valley Link plaza space. These services include operation and maintenance of pedestrian surfaces and/or supports. Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Parking Lot

Services related to Valley Link Parking Lot include pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curb and gutter, signage and monuments. The costs of these services include any associated electricity, water and other utility costs.

Flood and Storm Protection Services.

Flood and Storm Protection Services include the operation and maintenance of storm drainage systems.

Services Related to Hazardous Substances.

Services related to hazardous substances include removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

“Services has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”).

“Maintenance” has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund “costs” and “incidental expenses” related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

EXISTING RATE AND METHOD

CITY OF LIVERMORE
Community Facilities CFD No. 2023-1
(Isabel Neighborhood Specific Plan Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) ("CFD No. 2023-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, which is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit that is the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2023-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the

Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2023-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2023-1 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2023-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2023-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2023-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Assessor's Parcel Number, Units, Building Square Feet, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map and/or Assessor's Data with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County Assessor for purposes of identification.

"Building Square Feet" or "BSF" means all of the square footage within the perimeter of a structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the Assessor's Data. If the Assessor's Data does not show Building Square Feet, building permit(s) issued for such structure, or other records of the City shall be used, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2023-1" means the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2023-1.

"County" means the County of Alameda.

"County Assessor" means the County Assessor of the County.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a building permit for new construction was issued by the City prior to June 30 of the preceding Fiscal Year.

"Exempt Property" means all Assessors' Parcels within the boundary of CFD No. 2023-1 which are exempt from the Special Tax pursuant to Section E.

"Final Map Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a Final Subdivision Map was approved by City Council prior to June 30 of the preceding Fiscal Year.

"Final Subdivision Map" means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.)* or recordation of a condominium plan pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" means a geographic information system.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property that could be categorized as having more than one land use, allowing for multiple use types on each such Assessor's Parcel. For an Assessor's Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor's Parcel.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

"Open Space Property" means property within the boundaries of CFD No. 2023-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2023-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

"Proportionately" means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2023-1.

"Public Property" means any property within the boundaries of CFD No. 2023-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"State" means the State of California.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2023-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2023-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2023-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that is not classified as Developed Property, Open Space Property, Property Owner's Association Property, or Public Property.

"Unit" means an individual residential dwelling unit. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2023-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD No. 2023-1. If any Assessor's Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Taxable Property; (iii) the

number of Units or Building Square Footage each Parcel contains; (iv) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Taxes for each Assessor's Parcel of Taxable Property shall be assigned below:

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$434.74	Unit
Non-Residential Property	0.00	BSF
Mixed-Use Property	See below	
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax rates for Tax Zone No. 1 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

2. Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all residential Units and non-residential Building Square Feet on that Assessor's Parcel.

3. Accessory Dwelling Units

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Residential Property with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU in Tax Zone No. 1 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $434.74 Maximum Special Tax per Unit x 40% = $173.90 Maximum Special Tax for such ADU

4. **Assignment of Assessor's Parcel(s) to Property Land Use Category**

When an Assessor's Parcel changes from being classified as Undeveloped Property to another land use category and is considered Developed Property, that assignment shall not change due to future changes in land use.

5. **Assignment of Maximum Special Tax to Newly Created Assessor's Parcel(s)**

When an Assessor's Parcel changes or subdivides, the Maximum Special Tax shall be assigned to each newly created Assessor's Parcel so that there is no net loss in the Maximum Special Tax revenue to be generated as a result of changes in the planned development.

When an Assessor's Parcel changes or subdivides, and there are changes to the overall planned development for each Tax Zone within CFD No. 2023-1, the process for assigning the Maximum Special Tax to each newly created Assessor's Parcel is as follows:

Step 1: Sum the expected Maximum Special Tax assigned to each Assessor's Parcel that is being changed or subdivided within that Tax Zone.

Step 2: Identify the newly created Assessor's Parcel(s) of Taxable Property created by the change or subdivision and assign the Maximum Special Tax to each newly created Assessor's Parcel of Taxable Property according to the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property within that Tax Zone.

Step 3: Divide the total expected Maximum Special Tax in Step 1 by the total Maximum Special Tax assigned in Step 2 to arrive at a fraction for that Tax Zone.

Step 4: Apportion the total Maximum Special Tax from Step 1 to each newly created Assessor's Parcel of Taxable Property by multiplying each newly created Assessor's Parcel fraction, determined in Step 3, by the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category.

Step 5: The Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property shall be the greater of the Maximum Special Tax assigned in Step 2 or the Maximum Special Tax calculated in Step 4 for the Tax Zone.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development for each Tax Zone within CFD No. 2023-1, the Maximum Special Tax shall be assigned according to Table 1 for Tax Zone No. 1, or similar table for each successive Tax Zone.

The planned development for Tax Zone No. 1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	112 Units

Once created, if a newly created Assessor's Parcel(s) of Taxable Property further changes or subdivides, the above steps shall be repeated to determine the Maximum Special Tax for the

additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

All Taxable Property shall be subject to the Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2023-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax.

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2023-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2023-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2023-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Assessor's Parcels in CFD No. 2023-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the authorized services for which the Special Tax was levied. The obligations to provide the authorized services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within CFD No. 2023-1.

EXHIBIT C

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. _1

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 1
(TAX ZONE NO. 2)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 1 (Tax Zone No. 2) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 2 ("Tax Zone 2") that is being annexed to the CFD for the purpose of financing certain Isabel Neighborhood Specific Plan Services (each of which constitutes a "Service" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 2 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zone 2 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 2.

Capitalized terms that are used but not defined in this Supplement have the meaning given them in the Existing Rate and Method.

TABLE 2
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 2
FISCAL YEAR 2023/24*

Property Type	Maximum Special Tax Rate	Per	Planned Development
Residential Property	$616.70	Unit	89 Units

*On July 1 of each Fiscal Year, commencing on July 1, 2024, the Maximum Special Tax rates for Tax Zone 2 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

EXHIBIT D

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. _1

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
Portion of 903-0010-029-00 and 903-0010-030-00[1]

[1] Constituting Resultant Parcel A described in the attached documentation

RECORDING REQUESTED BY
FIRST AMERICAN TITLE
Accommodation

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording (Gov Code 27383)

EXHIBIT A

2023048210 04/28/2023 01:14 PM 3 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

ELECTRONICALLY RECORDED

THIS SPACE FOR RECORDER'S USE ONLY

LOG # 23-0198

APN: Parcel 12: 903-0010-029
APN: Parcel 13: 903-0010-030

LOT LINE ADJUSTMENT 22-001
CERTIFICATE OF COMPLIANCE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

EXHIBIT A

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
925-960-4200

23-0198 SPACE ABOVE THIS LINE FOR RECORDER USE

LOT LINE ADJUSTMENT 22-001

CERTIFICATE OF COMPLIANCE

The following described property complies with applicable provisions of the State of California Subdivision Map Act, Division 2 of Title 7 of the Government Code, and the City of Livermore Subdivision Ordinance:

Name and Address of Owners:

Shea Center Livermore, LLC, a California limited liability company

Address of Property:
APN: Parcel 12: 903-0010-029
Parcel 13: 903-0010-030

Attached are the metes and bounds descriptions to complete the Lot Line Adjustment.

Upon Recording, copy to: CITY OF LIVERMORE

By: Paul Spence
Paul Spence, Community Development Director

Dated: 4/26/23

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

STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On April 26, 2023 before me, MARIE WEBER, CITY CLERK,

personally appeared Paul Spence, Community Development Director
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.

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Signature Marie Weber

Accommodation

EXHIBIT A

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

2023048211 04/28/2023 01:14 PM 21 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $149.00

Recording requested by
Chicago Title Company
When recorded mail Document
and tax statements to:
Shea Homes
2630 Shea Center Drive
Livermore CA 94551
Affects APN's 903-0010-029 &
903-0010-030

ELECTRONICALLY RECORDED

GRANT DEED

The undersigned grantor(s) declare(s):
County transfer tax is $ None-Pursuant to R & T 11911-Lot Line Adjustment only *
City transfer tax is $ None-Pursuant to R & T 11911-Lot Line Adjustment only *
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and
encumbrances remaining at time of sale.
( ) Unincorporated area; or (X) City of Livermore and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Shea Center Livermore, LLC, a California limited liability company. hereby GRANT(S) to

Shea Center Livermore, LLC, a California limited liability company

the following described real property in the City of Livermore, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

* THIS GRANT DEED IS BEING RECORDED TO EFFECTUATE LOT LINE ADJUSTMENT * NO. 22-0001 APPROVED BY THE CITY OF LIVERMORE AND TO ESTABLISH RESULTANT PARCELS A AND B AS SEPARATE LEGAL PARCELS AS DESCRIBED IN SAID EXHIBIT A.

* Recorded Concurrently herewith

Shea Center Livermore, LLC, a California limited liability company

By: Shea Properties Management Company, Inc., a Delaware corporation, its Manager

By: _____ Date: March 13, 2023
Printed Name: Julia Guizan
Its: Vice President

By: _____
Printed Name: Bryan McGowan
Its: Vice President

Mail tax statements as directed above

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

State of California)
County of Orange)

On March 13, 2023, before me, L. Riddle, a Notary Public, personally appeared Julia Guizan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

L. RIDDLE
Notary Public - California
Orange County
Commission # 2412207
My Comm. Expires Aug 30, 2026

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

State of California)
County of Orange)

On March 13, 2023, before me, L. Riddle, a Notary Public, personally appeared Bryan McGowan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

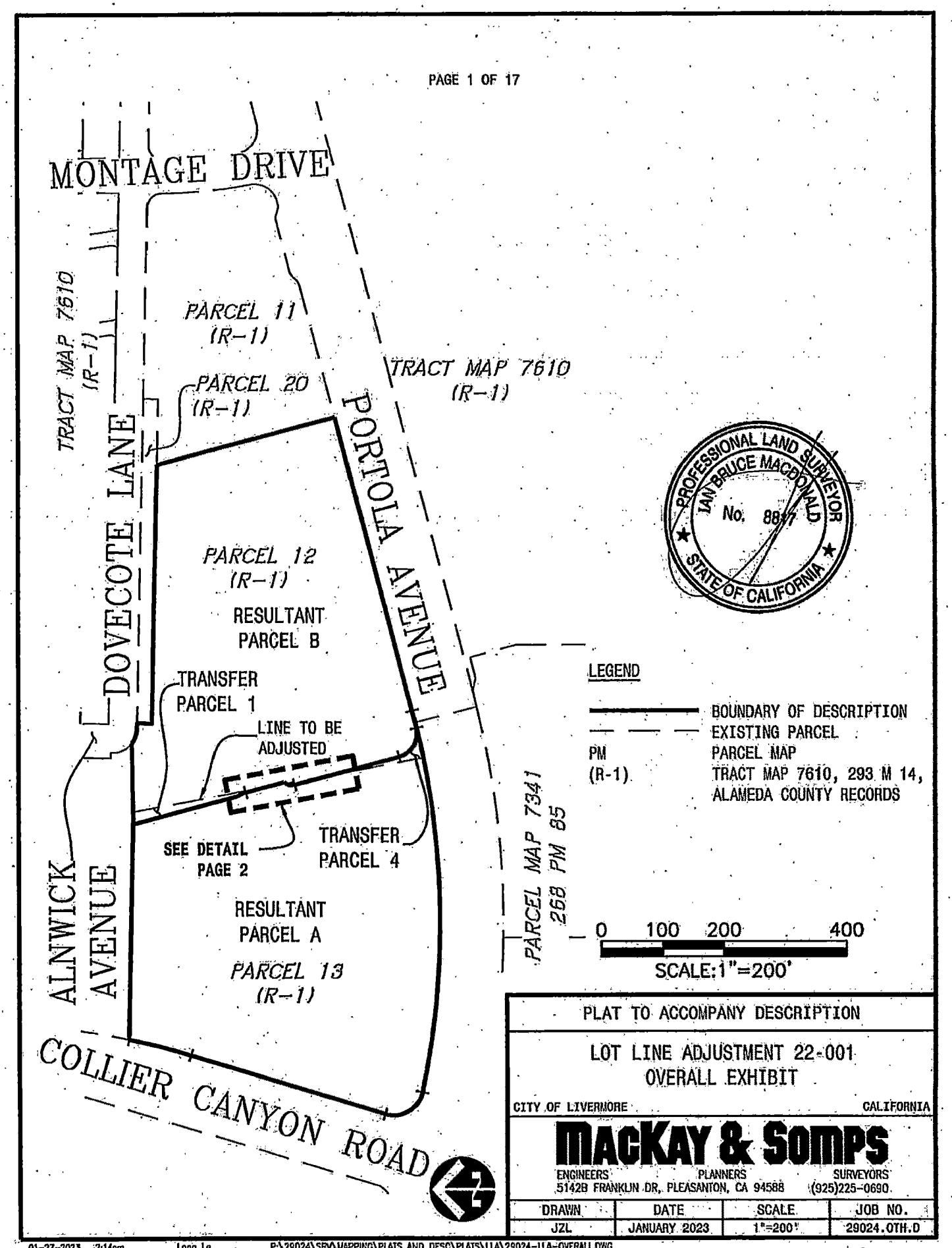
WITNESS my hand and official seal.

Signature LRiddle

L. RIDDLE
Notary Public - California
Orange County
Commission # 2412207
My Comm. Expires Aug 30, 2026

EXHIBIT "A"

ATTACH LEGALS AND PLATS HERE



PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
OVERALL EXHIBIT

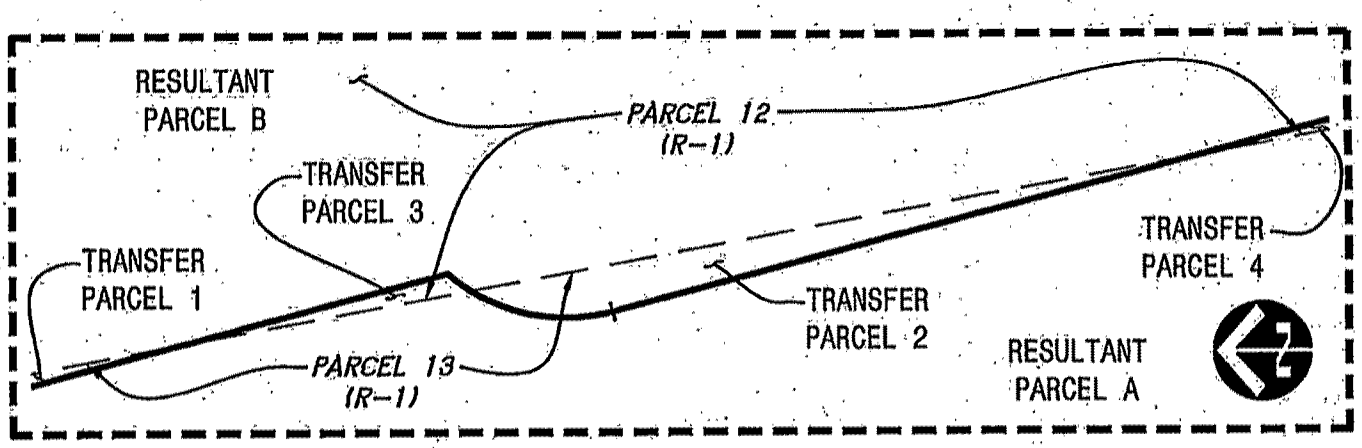
CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=200'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-OVERALL.DWG

PROFESSIONAL LAND SURVEYOR
IAN BRUCE MACDONALD
No. 8817
STATE OF CALIFORNIA



DETAIL
SCALE: 1"=20'

0 10 20 40
SCALE: 1"=20'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
OVERALL EXHIBIT

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=20'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-OVERALL.DWG

LOT LINE ADJUSTMENT 22-001
TRANSFER PARCELS 1 AND 2
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 13, AS SHOWN ON TRACT MAP 7610, BOOK 293 OF MAPS AT PAGE 14, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

TRANSFER PARCEL 1

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 13, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 13 SOUTH 10°22'45" EAST, 222.267 FEET;

THENCE LEAVING SAID EASTERLY LINE AND ENTERING SAID PARCEL 13 THE FOLLOWING THREE (3) COURSES:

1. NORTH 14°45'08" WEST, 34.997 FEET;
2. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.000 FEET, HAVING A CENTRAL ANGLE OF 17°20'20" AND AN ARC LENGTH OF 16.644 FEET;
3. THENCE NORTH 14°45'08" WEST, 175.316 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 13;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 88°41'57" EAST, 8.305 FEET;
2. THENCE NORTH 88°54'54" EAST, 11.800 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 2,364 SQUARE FEET MORE OR LESS.

TRANSFER PARCEL 2

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 13, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 10°22'45" EAST, 253.981 FEET TO THE **POINT OF BEGINNING.**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 10°22'45" EAST, 79.767 FEET;

THENCE LEAVING SAID EASTERLY LINE AND ENTERING SAID PARCEL 13 THE FOLLOWING TWO (2) COURSES

1. NORTH 14°45'08" WEST, 65.385 FEET;
2. THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.500 FEET, HAVING A CENTRAL ANGLE OF 46°31'13" AND AN ARC LENGTH OF 15.833 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 215 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

1/27/23
DATE

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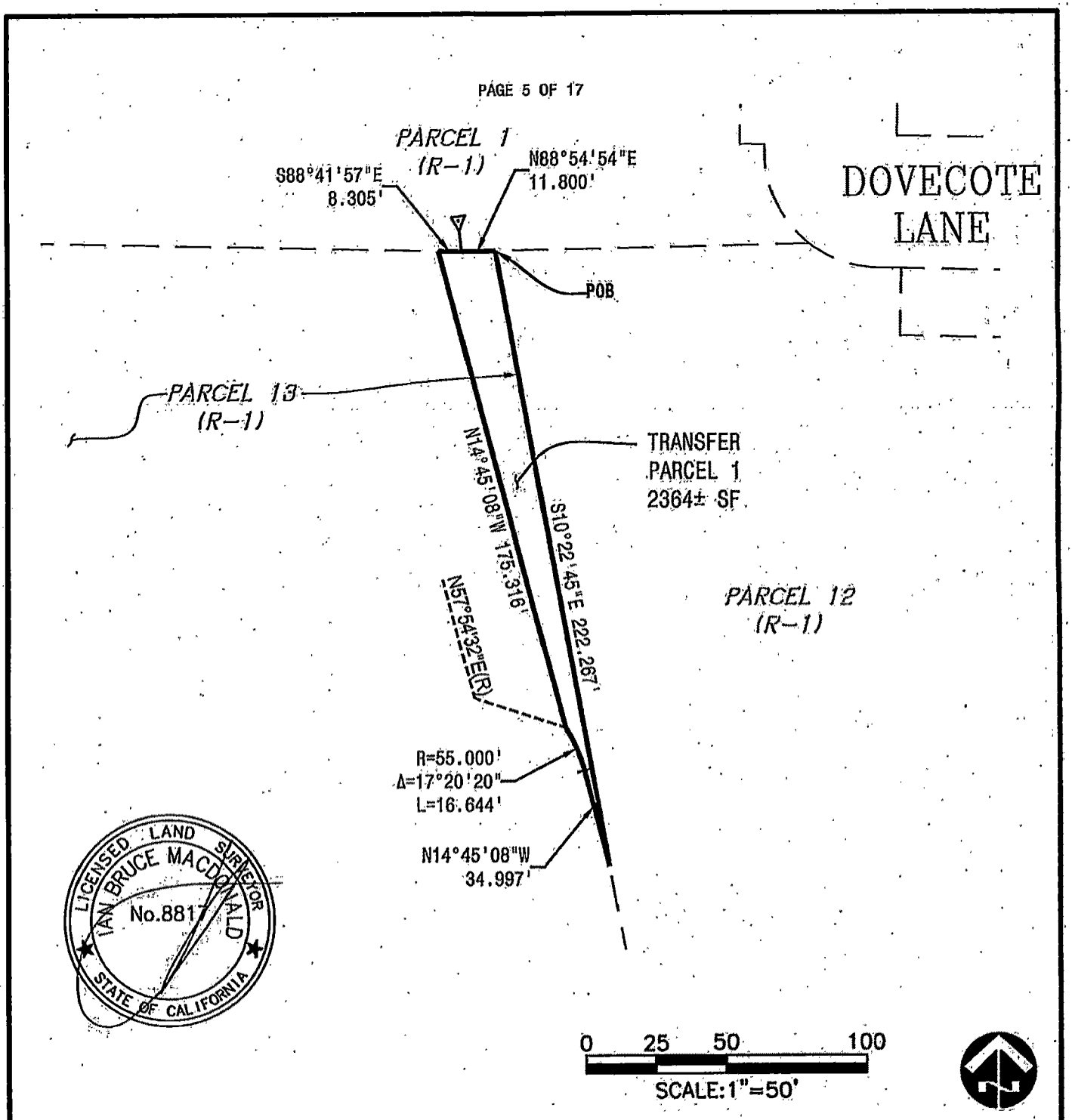
(925) 225-0690



LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
▷	ANGLE POINT
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
TRANSFER PARCELS 1 & 2

CITY OF LIVERMORE — CALIFORNIA

MACKAY & SOMPS

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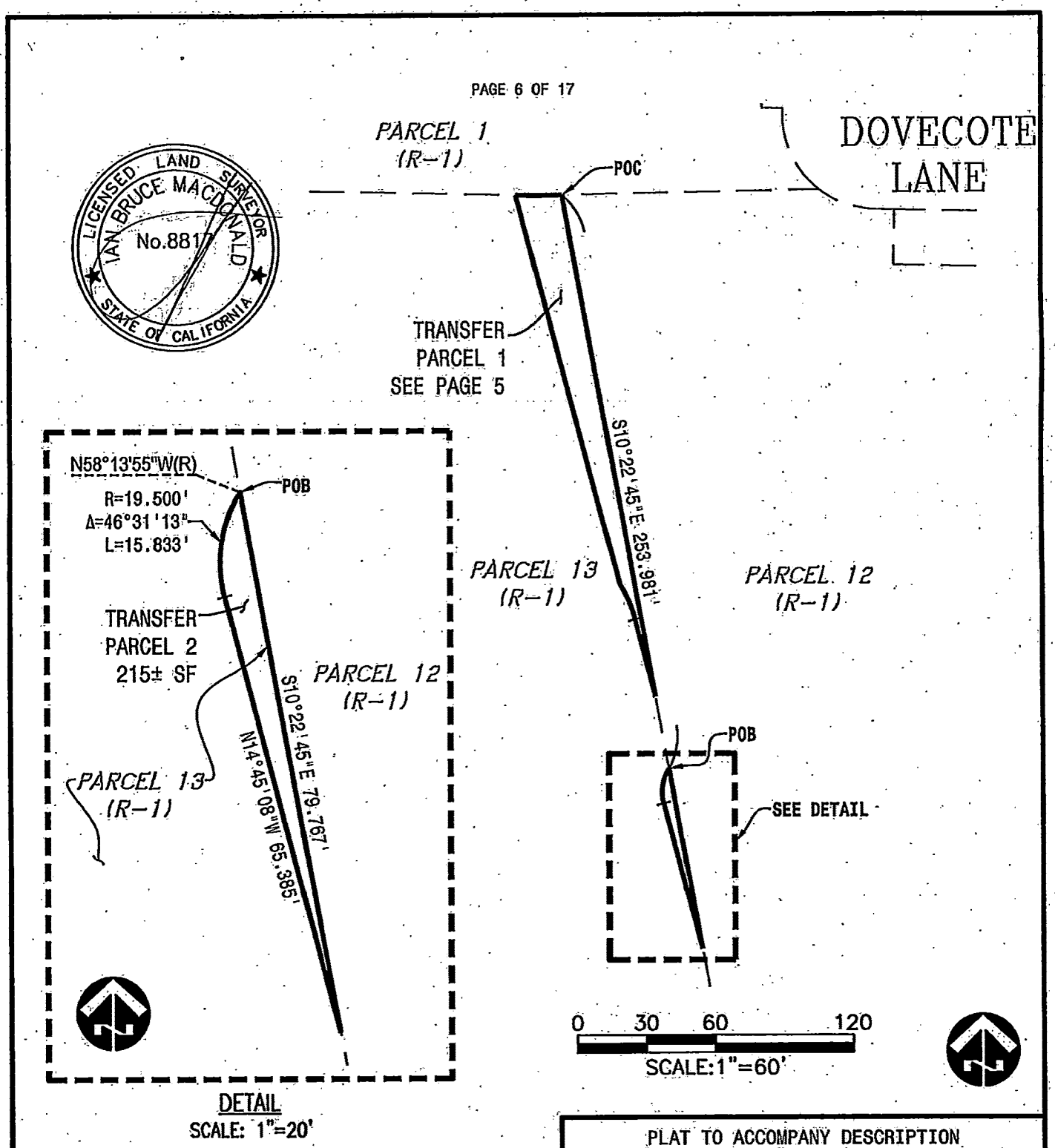
DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"50'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-TRANSFER PARCEL 1-2.DWG



DETAIL
SCALE: 1"=20'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
TRANSFER PARCELS 1 & 2

CITY OF LIVERMORE — CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=60'	29024.0TH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-TRANSFER PARCEL 1-2.DWG

LOT LINE ADJUSTMENT 22-001
TRANSFER PARCELS 3 AND 4
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 12, AS SHOWN ON TRACT MAP 7610, BOOK 293 OF MAPS AT PAGE 14, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

TRANSFER PARCEL 3

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 12, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 12 SOUTH 10°22'45" EAST, 222.267 FEET TO THE **POINT OF BEGINNING.**

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID PARCEL 12 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 14°45'08" EAST, 29.670 FEET;
2. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 19.500 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 49°05'29" EAST, HAVING A CENTRAL ANGLE OF 09°08'26" AND AN ARC LENGTH OF 3.111 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE ALONG SAID WESTERLY LINE NORTH 10°22'45" WEST, 31.714 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 36 SQUARE FEET MORE OR LESS.

TRANSFER PARCEL 4

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 12, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 12 NORTH 10°22'45" WEST, 149.739 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID PARCEL 12 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 14°45'08" EAST, 111.815 FEET;
2. THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 39.500 FEET, HAVING A CENTRAL ANGLE OF 88°46'25" AND AN ARC LENGTH OF 61.201 FEET TO A POINT OF CUSP ON THE SOUTHERLY LINE OF SAID PARCEL 12;

THENCE ALONG SAID SOUTHERLY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,348.000 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 13°31'33" WEST, HAVING A CENTRAL ANGLE OF 2°07'48" AND AN ARC LENGTH OF 50.115 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 1,167 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

1/27/23
DATE

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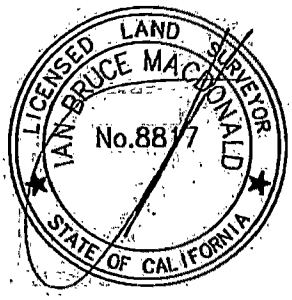
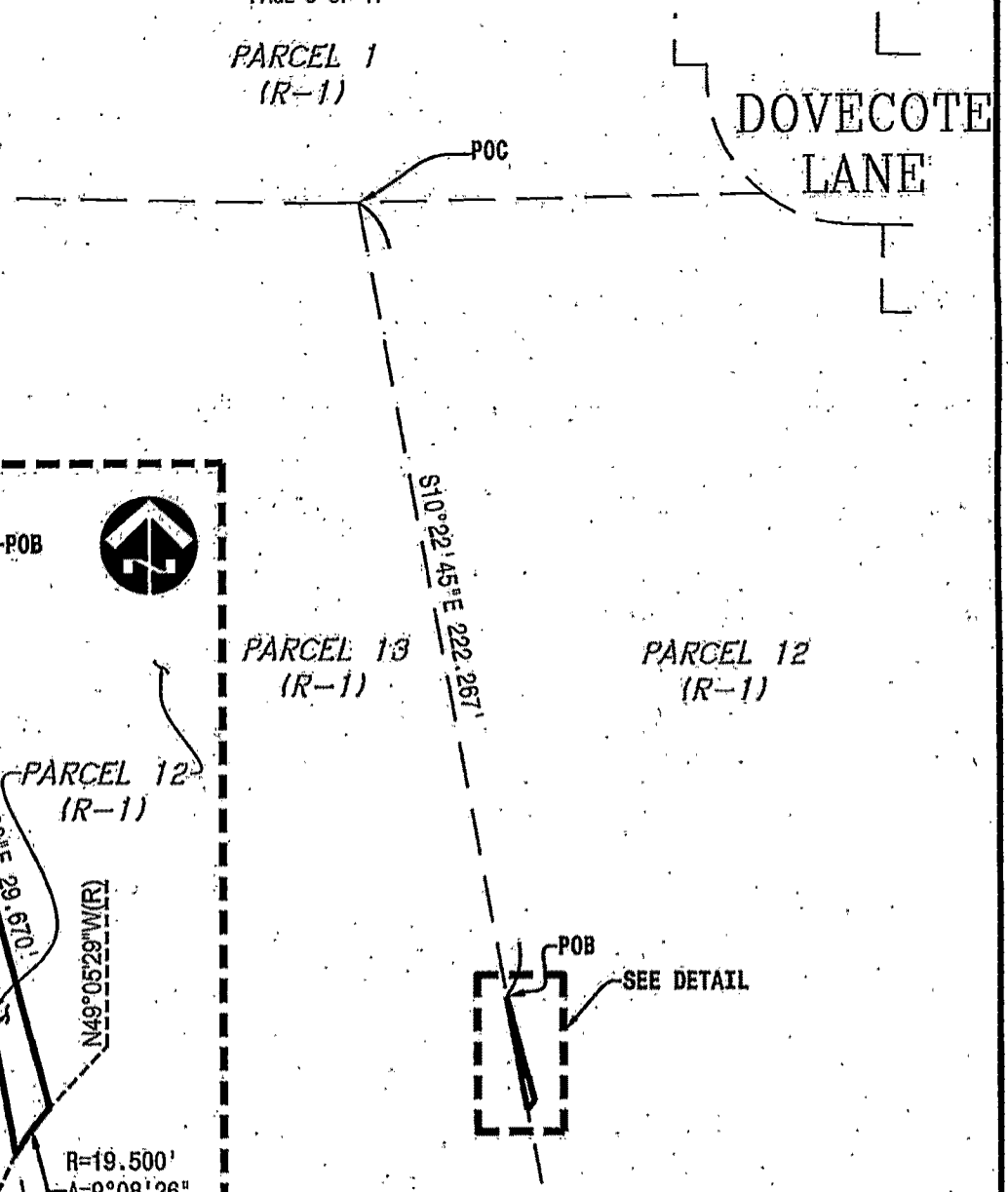
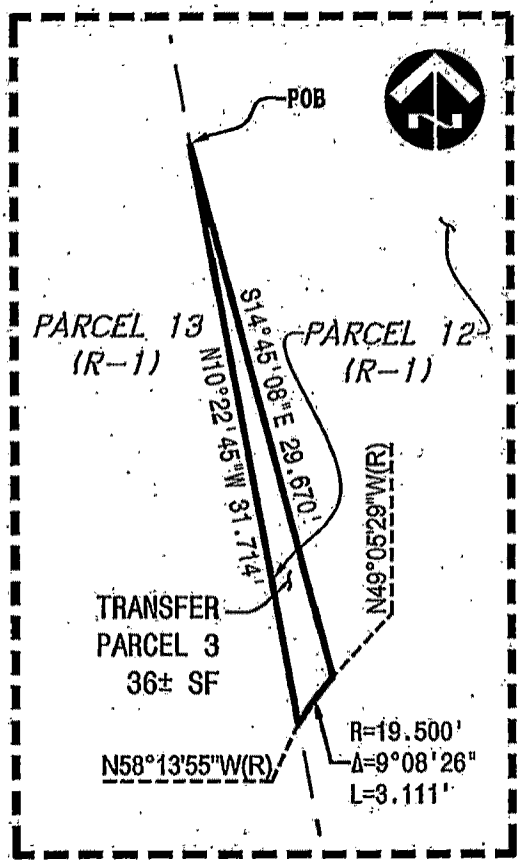






DETAIL
SCALE: 1"=10'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14; ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

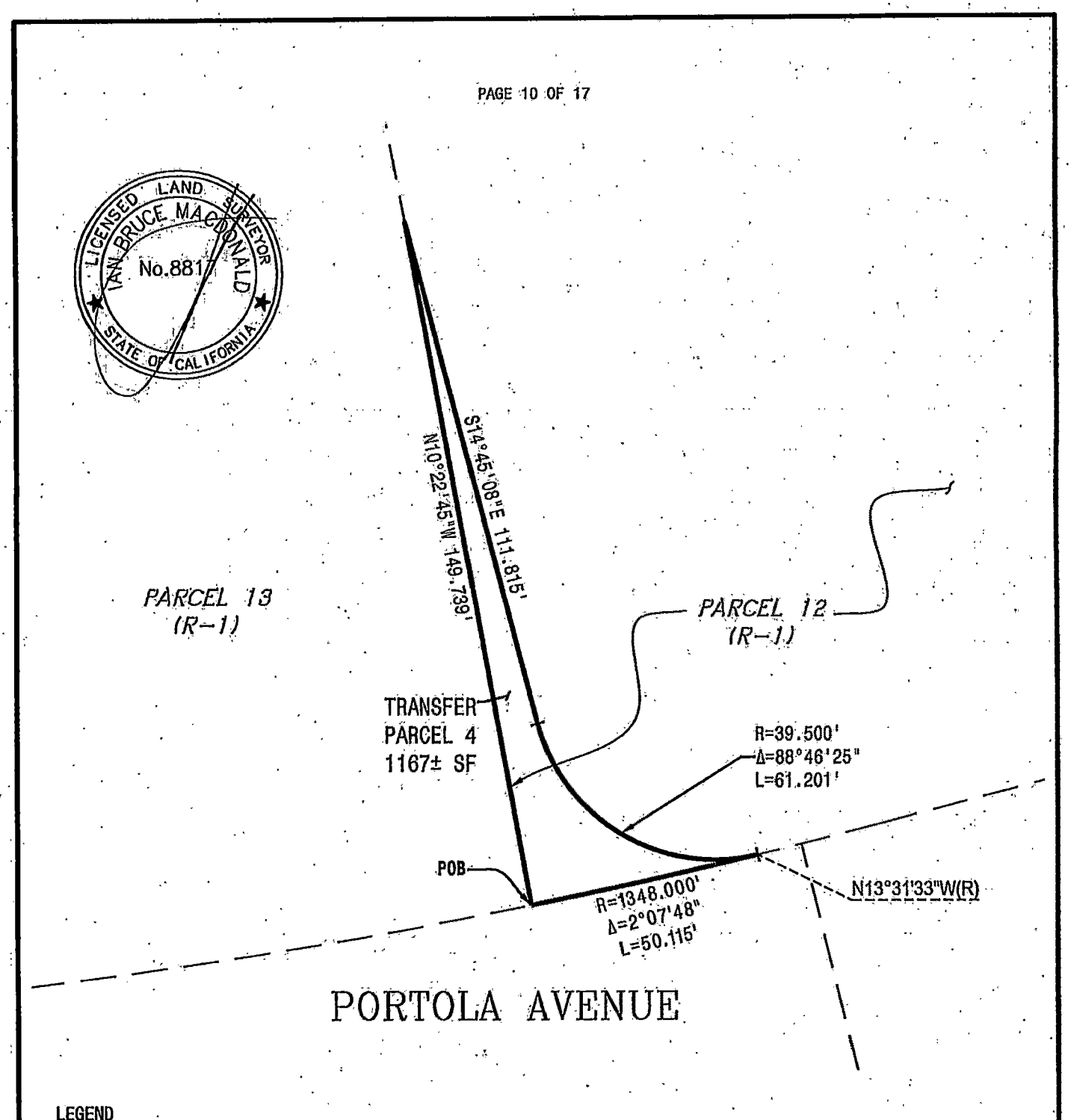
LOT LINE ADJUSTMENT 22-001
TRANSFER PARCEL 3 & 4

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=50'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-TRANSFER PARCEL 3-4.DWG



LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

0 30 60

SCALE: 1"=30'

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
TRANSFER PARCEL 3 & 4

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=50'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-TRANSFER PARCEL 3-4.DWG

LOT LINE ADJUSTMENT 22-001
RESULTANT PARCEL A
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 12 AND 13, AS SHOWN ON TRACT MAP 7610, BOOK 293 OF MAPS AT PAGE 14, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 13, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 13 SOUTH 88°41'57" EAST, 352.642 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID PARCELS 12 AND 13 THE FOLLOWING SIX (6) COURSES:

1. SOUTH 14°45'08" EAST, 175.316 FEET;
2. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 55.000 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 57°54'32" WEST, HAVING A CENTRAL ANGLE OF 17°20'20" AND AN ARC LENGTH OF 16.644 FEET;
3. SOUTH 14°45'08" EAST, 64.667 FEET;
4. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 19.500 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 49°05'29" EAST, HAVING A CENTRAL ANGLE OF 55°39'39" AND AN ARC LENGTH OF 18.944 FEET;
5. SOUTH 14°45'08" EAST, 177.200 FEET;
6. THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 39.500 FEET, HAVING A CENTRAL ANGLE OF 88°46'25" AND AN ARC LENGTH OF 61.201 FEET TO A POINT OF CUSP ON THE SOUTHERLY LINE OF SAID PARCEL 12;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS 12 AND 13, AND THE WESTERLY LINE OF SAID PARCEL 13 THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,348.000 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 13°31'33" WEST, HAVING A CENTRAL ANGLE OF 25°32'25" AND AN ARC LENGTH OF 600.889 FEET;
2. ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 48.000 FEET, HAVING A CENTRAL ANGLE OF 94°54'45" AND AN ARC LENGTH OF 79.514 FEET;
3. NORTH 16°55'37" EAST, 332.748 FEET;
4. THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1,243.000 FEET, HAVING A CENTRAL ANGLE OF 04°49'36" AND AN ARC LENGTH OF 104.710 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 5.51 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No. 8817
STATE OF CALIFORNIA

1/27/23
DATE

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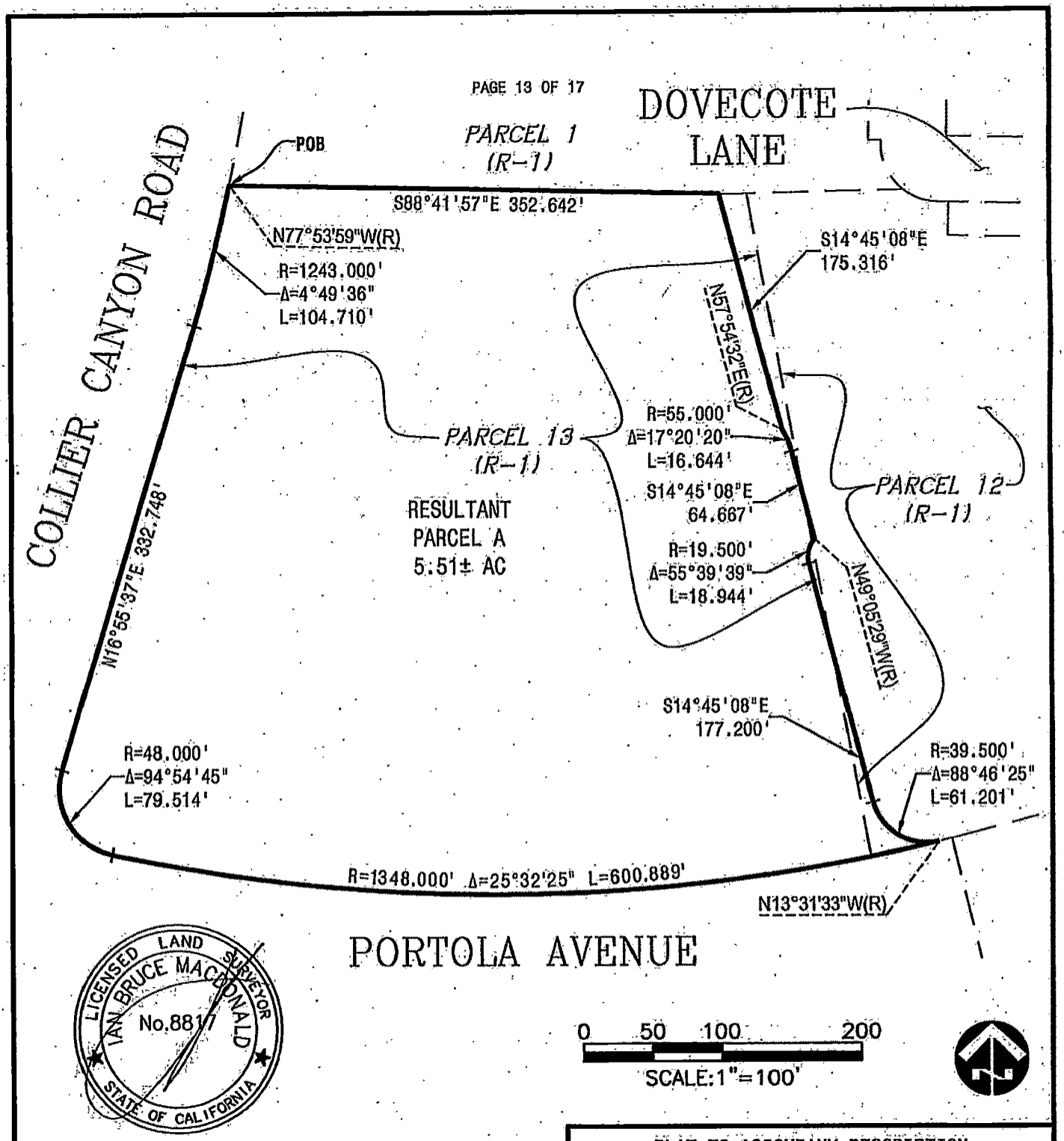

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
RESULTANT PARCEL A

CITY OF LIVERMORE — CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=100'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-RESULTANT PARCEL A.DWG

LOT LINE ADJUSTMENT 22-001
RESULTANT PARCEL B
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 12 AND 13, AS SHOWN ON TRACT MAP 7610, BOOK 293 OF MAPS AT PAGE 14, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 20, AS SHOWN ON SAID TRACT MAP 7610, SAID CORNER BEING A POINT ON THE NORTHERLY LINE OF SAID PARCEL 12, THENCE ALONG THE BOUNDARY OF SAID PARCEL 12 THE FOLLOWING THIRTEEN (13) COURSES:

1. SOUTH 88°41'57" EAST, 422.187 FEET;
2. SOUTH 14°45'08" EAST, 301.204 FEET;
3. SOUTH 75°14'52" WEST, 495.160 FEET;
4. THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1,348.000 FEET, HAVING A CENTRAL ANGLE OF 01°13'34" AND AN ARC LENGTH OF 28.848 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 12;

THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID PARCELS 12 AND 13 THE FOLLOWING SIX (6) COURSES:

1. ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 39.500 FEET, HAVING A CENTRAL ANGLE OF 88°46'25" AND AN ARC LENGTH OF 61.201 FEET;
2. NORTH 14°45'08" WEST, 177.200 FEET;
3. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.500 FEET, HAVING A CENTRAL ANGLE OF 55°39'39" AND AN ARC LENGTH OF 18.944 FEET;
4. NORTH 14°45'08" WEST, 64.667 FEET;
5. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.000 FEET, HAVING A CENTRAL ANGLE OF 17°20'20" AND AN ARC LENGTH OF 16.644 FEET;
6. THENCE NORTH 14°45'08" WEST, 175.316 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 13;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCELS 12 AND 13 THE FOLLOWING FOUR (5) COURSES:

1. SOUTH 88°41'57" EAST, 8.305 FEET;
2. NORTH 88°54'54" EAST, 123.717 FEET;
3. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 41.000 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 38°03'18" EAST, HAVING A CENTRAL ANGLE OF 36°45'15" AND AN ARC LENGTH OF 26.301 FEET;
4. SOUTH 88°41'57" EAST, 8.381 FEET;

5. THENCE SOUTH 01°18'03" WEST, 24.000 FEET TO THE POINT OF BEGINNING;

CONTAINING 5.00 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

1/27/23
DATE

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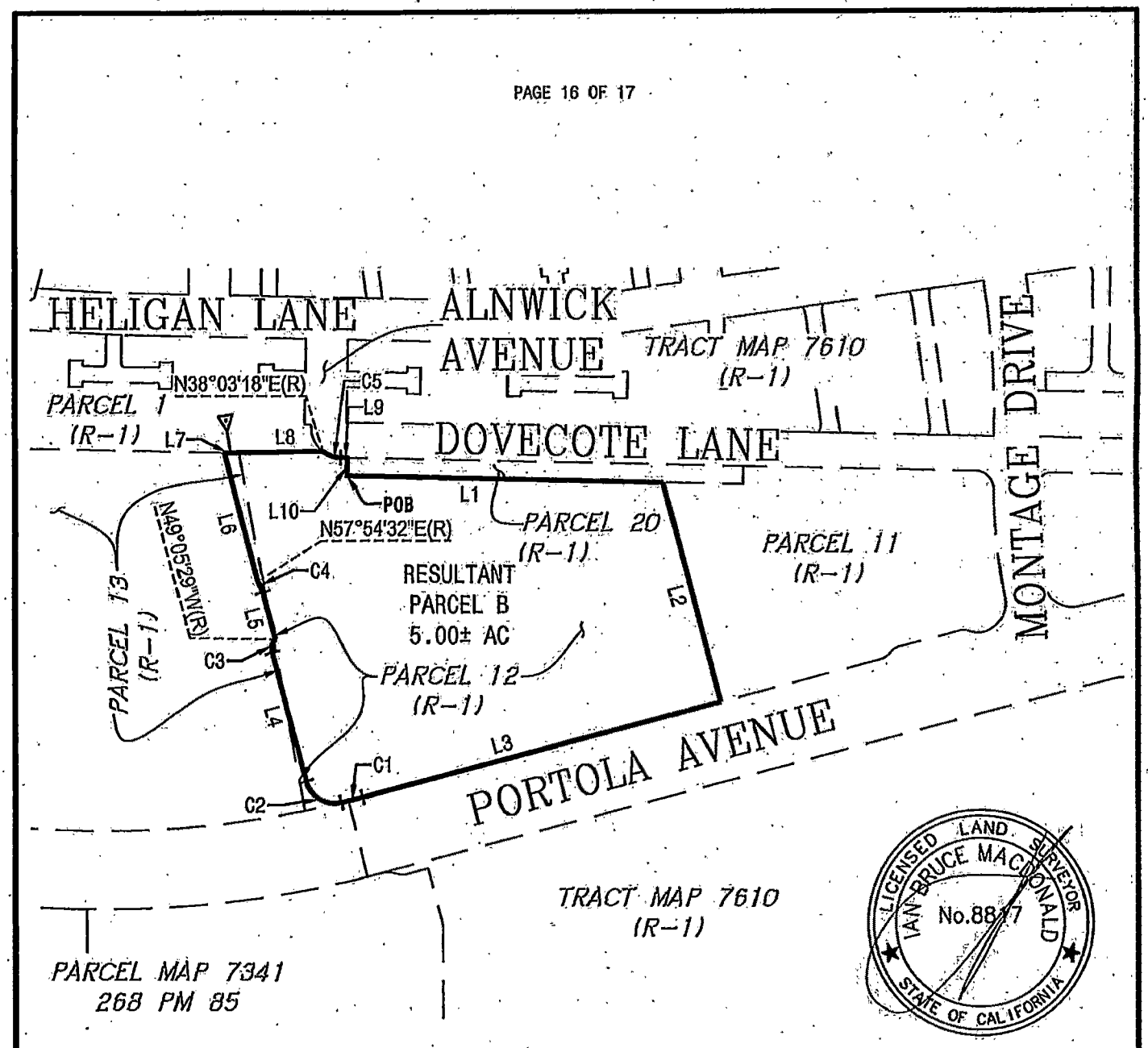

0 100 200 400

SCALE:1"=200'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PARCEL
▷	ANGLE POINT
POB	POINT OF BEGINNING
PM	PARCEL MAP
(R)	RADIAL BEARING
(R-1)	TRACT MAP 7610, 293 M 14, ALAMEDA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
RESULTANT PARCEL B

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS

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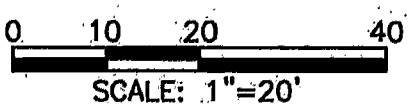
DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	1"=200'	29024.OTH.D

01-27-2023 2:14pm Long Le P:\29024\SRV\MAPPING\PLATS AND DESC\PLATS\LLA\29024-LLA-RESULTANT PARCEL B.DWG

Line Table		
Line #	Bearing	Length
L1	S88°41'57"E	422.187'
L2	S14°45'08"E	301.204'
L3	N75°14'52"E	495.160'
L4	N14°45'08"W	177.200'
L5	N14°45'08"W	64.667'
L6	N14°45'08"W	175.316'
L7	S88°41'57"E	8.305'
L8	N88°54'54"E	123.717'
L9	S88°41'57"E	8.381'
L10	S1°18'03"W	24.000'

Curve Table			
Curve #	Radius	Delta	Length
C1	1348.000'	1°13'34"	28.848'
C2	39.500'	88°46'25"	61.201'
C3	19.500'	55°39'39"	18.944'
C4	55.000'	17°20'20"	16.644'
C5	41.000'	36°45'15"	26.301'



PLAT TO ACCOMPANY DESCRIPTION

LOT LINE ADJUSTMENT 22-001
RESULTANT PARCEL B

CITY OF LIVERMORE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JANUARY 2023	N.T.S.	29024.0TH.D

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LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved Association of Livermore Employees (ALE) labor agreement increase and an adjustment to the Risk Manager classification in accordance with California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved ALE labor agreement increase and an adjustment to the Risk Manager classification.

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate wage related adjustment associated with the approved Association of Livermore Employees as approved in the Memorandum of Understanding (MOU) effective October 9, 2023;
2. Retitle Risk Manager (Class Code 127) to Risk Manager (Confidential) and move the classification to the Management Confidential Group.

DISCUSSION

Staff is recommending the following changes to the Salary Plan:

1. The Association of Livermore Employees MOU, approved by the City Council on October 11, 2021, provides for a base salary adjustment of 2.5% plus an additional $777.36 to annual salaries, in recognition of rising medical costs, effective October 9, 2023.

2. Human Resources recently completed a review of the Risk Manager classification. It was determined the Risk Manager should be assigned to the Management Confidential group based on the duties and responsibilities of this classification.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of these wage increases was included in the FY 2023-24 budget approved by the City Council.

COMMUNITY PILLAR
5: A City that Works

GOAL
8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan October 2023

Prepared by: Kaylin Larson
HR Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED OCTOBER 2023, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to make the following amendments:

- Incorporate wage related adjustments for the Association of Livermore Employees as approved in the Memorandum of Understanding (MOU), effective October 9, 2023;
- Retitle Risk Manager (Class Code 127) to Risk Manager (Confidential) and move classification to the Management Confidential Group.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the amended Salary Plan dated October 2023, attached hereto as Exhibit A, with changes effective September 11, 2023, and October 9, 2023, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated October 2023

LIVERMORE
CALIFORNIA

Salary Plan

October 2023

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	66,819.84	70,054.84	73,441.56	76,997.62	80,731.49
	Sch=M22		5,568.32	5,837.90	6,120.13	6,416.47	6,727.62
			1,285.00	1,347.21	1,412.34	1,480.72	1,552.53
			32.12492	33.68021	35.30844	37.01809	38.81322
225	02	ACCOUNT CLERK, JUNIOR	60,576.07	63,488.86	66,547.28	69,758.63	73,130.53
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.21
			1,164.92	1,220.94	1,279.76	1,341.51	1,406.36
			29.12311	30.52349	31.99388	33.53780	35.15891
222	03	ACCOUNT CLERK, SENIOR	72,677.86	76,195.73	79,889.49	83,767.95	87,840.33
	Sch=M22		6,056.49	6,349.64	6,657.46	6,980.66	7,320.03
			1,397.65	1,465.30	1,536.34	1,610.92	1,689.24
			34.94128	36.63256	38.40841	40.27305	42.23093
223	05	ACCOUNTANT, JUNIOR	86,792.41	91,054.48	95,529.67	100,228.61	105,162.51
	Sch=M22		7,232.70	7,587.87	7,960.81	8,352.38	8,763.54
			1,669.08	1,751.05	1,837.11	1,927.47	2,022.36
			41.72712	43.77619	45.92773	48.18683	50.55890
224	04	ACCOUNTING TECHNICIAN	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22		6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
213	14	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	ASSISTANT	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
211	50	ADMINISTRATIVE CLERK I	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
214	49	ADMINISTRATIVE CLERK II	64,925.25	68,055.49	71,342.24	74,793.35	78,416.99
	Sch=M22		5,410.44	5,671.29	5,945.19	6,232.78	6,534.75
			1,248.56	1,308.76	1,371.97	1,438.33	1,508.02
			31.21406	32.71899	34.29915	35.95834	37.70048
206	06	ADMINISTRATIVE	80,842.05	84,768.14	88,890.52	93,219.04	97,763.97
	Sch=M22	TECHNICIAN	6,736.84	7,064.01	7,407.54	7,768.25	8,147.00
			1,554.65	1,630.16	1,709.43	1,792.67	1,880.08
			38.86637	40.75391	42.73583	44.81685	47.00191
471	01	AIRPORT SERVICE	70,739.04	74,159.99	77,751.97	81,523.55	85,483.71
	Sch=PS1	ATTENDANT	5,894.92	6,180.00	6,479.33	6,793.63	7,123.64
			1,360.37	1,426.15	1,495.23	1,567.76	1,643.92
			34.00915	35.65384	37.38075	39.19401	41.09794
473	02	AIRPORT SERVICE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	ATTENDANT SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
290	07	ANIMAL CONTROL	80,206.76	84,101.09	88,190.12	92,483.60	96,991.75
	Sch=M22	OFFICER	6,683.90	7,008.42	7,349.18	7,706.97	8,082.65
			1,542.44	1,617.33	1,695.96	1,778.53	1,865.23
			38.56094	40.43322	42.39910	44.46327	46.63065
465	66	ASSET MANAGEMENT	108,017.74	113,302.62	118,851.73	124,678.30	130,796.19
	Sch=M22	SPECIALIST	9,001.48	9,441.89	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93161	54.47241	57.14025	59.94149	62.88278
281	08	BUILDING INSPECTOR I	94,998.40	99,632.31	104,497.90	109,606.78	114,971.10
	Sch=M22		7,916.53	8,302.69	8,708.16	9,133.90	9,580.93
			1,826.89	1,916.01	2,009.58	2,107.82	2,210.98
			45.67231	47.90015	50.23938	52.69557	55.27457
282	09	BUILDING INSPECTOR II	102,077.46	107,065.32	112,302.57	117,801.68	123,575.74
	Sch=M22		8,506.46	8,922.11	9,358.55	9,816.81	10,297.98
			1,963.03	2,058.95	2,159.66	2,265.42	2,376.46
			49.07570	51.47371	53.99162	56.63542	59.41141
277	56	BUILDING INSPECTOR III	105,063.34	110,200.49	115,594.49	121,258.19	127,205.08
	Sch=M22		8,755.28	9,183.37	9,632.87	10,104.85	10,600.42
			2,020.45	2,119.24	2,222.97	2,331.89	2,446.25
			50.51122	52.98100	55.57427	58.29721	61.15629
288	10	BUILDING INSPECTOR,	110,200.49	115,594.49	121,258.19	127,205.08	133,449.32
	Sch=M22	SENIOR	9,183.37	9,632.87	10,104.85	10,600.42	11,120.78
			2,119.24	2,222.97	2,331.89	2,446.25	2,566.33
			52.98100	55.57427	58.29721	61.15629	64.15833
249	11	CIVIL ENGINEER,	113,280.25	118,828.25	124,653.63	130,770.30	137,192.81
	Sch=M22	ASSISTANT	9,440.02	9,902.35	10,387.80	10,897.53	11,432.73
			2,178.47	2,285.16	2,397.19	2,514.81	2,638.32
			54.46166	57.12897	59.92963	62.87034	65.95808
254	12	CIVIL ENGINEER,	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
247	13	CIVIL ENGINEER, JUNIOR	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22		8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
292	17	COMMUNITY	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SERVICE SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
294	19	CRIME & INTELLIGENCE	92,146.03	96,637.32	101,353.16	106,304.81	111,504.03
	Sch=M22	ANALYST	7,678.84	8,053.11	8,446.10	8,858.73	9,292.00
			1,772.04	1,858.41	1,949.10	2,044.32	2,144.31
			44.30098	46.46025	48.72748	51.10808	53.60771

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ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

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296	62	CRIME PREVENTION	76,419.34	80,124.29	84,014.48	88,099.19	92,388.13
	Sch=M22	SPECIALIST	6,368.28	6,677.02	7,001.21	7,341.60	7,699.01
			1,469.60	1,540.85	1,615.66	1,694.22	1,776.69
			36.74007	38.52129	40.39158	42.35538	44.41737
954	27	CRISIS INTERVENTION	97,716.37	102,602.19	107,732.30	113,118.91	118,774.86
	Sch=M22	SPECIALIST	8,143.03	8,550.18	8,977.69	9,426.58	9,897.91
			1,879.16	1,973.12	2,071.77	2,175.36	2,284.13
			46.97902	49.32798	51.79437	54.38409	57.10330
208	21	DIVISION CLERK	68,410.33	71,714.84	75,184.57	78,827.77	82,653.16
	Sch=M22		5,700.86	5,976.24	6,265.38	6,568.98	6,887.76
			1,315.58	1,379.13	1,445.86	1,515.92	1,589.48
			32.88958	34.47829	36.14643	37.89797	39.73710
234	64	ECONOMIC DEVELOPMENT	88,694.16	93,012.86	97,547.50	102,308.85	107,308.26
	Sch=M22	SPECIALIST	7,391.18	7,751.07	8,128.96	8,525.74	8,942.36
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71772	46.89784	49.18695	51.59051
467	38	ELECTRICIAN	95,136.49	99,815.77	104,729.03	109,887.93	115,304.79
	Sch=PS1		7,928.04	8,317.98	8,727.42	9,157.33	9,608.73
			1,829.55	1,919.53	2,014.02	2,113.23	2,217.40
			45.73870	47.98835	50.35050	52.83074	55.43500
255	23	ENGINEER, ASSISTANT	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
256	24	ENGINEER, JUNIOR	95,014.74	99,649.48	104,515.92	109,625.70	114,990.97
	Sch=M22		7,917.90	8,304.12	8,709.66	9,135.48	9,582.58
			1,827.21	1,916.34	2,009.92	2,108.19	2,211.36
			45.68016	47.90840	50.24804	52.70466	55.28412
273	63	ENGINEERING SPECIALIST	108,017.73	113,302.61	118,851.72	124,678.29	130,796.18
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47241	57.14025	59.94149	62.88278
284	25	ENGINEERING	92,947.14	97,478.47	102,236.38	107,232.19	112,477.78
	Sch=M22	TECHNICIAN, ASSIST	7,745.60	8,123.21	8,519.70	8,936.02	9,373.15
			1,787.45	1,874.59	1,966.08	2,062.16	2,163.03
			44.68613	46.86465	49.15211	51.55394	54.07586
275	26	ENGINEERING	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	TECHNICIAN, ASSOC	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
279	28	ENGINEERING	103,509.58	108,569.05	113,881.48	119,459.54	125,316.50
	Sch=M22	TECHNICIAN, SENIOR	8,625.80	9,047.42	9,490.12	9,954.96	10,443.04
			1,990.57	2,087.87	2,190.03	2,297.30	2,409.93
			49.76422	52.19666	54.75071	57.43247	60.24832

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
410	40	FACILITIES MAINTENANCE	60,247.85	63,144.22	66,185.42	69,378.67	72,731.59
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
411	41	FACILITIES MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
412	42	FACILITIES MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
413	43	FACILITIES MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER, SENIOR	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
414	20	FACILITIES MAINTENANCE	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	WORKER, SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
950	18	FAMILY THERAPIST	93,505.05	98,064.29	102,851.49	107,878.04	113,155.93
	Sch=M22		7,792.09	8,172.02	8,570.96	8,989.84	9,429.66
			1,798.17	1,885.85	1,977.91	2,074.58	2,176.08
			44.95435	47.14629	49.44783	51.86444	54.40189
444	51	FLEET SERVICES WORKER	60,247.89	63,144.27	66,185.47	69,378.72	72,731.64
	Sch=PS1		5,020.66	5,262.02	5,515.46	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.69
			28.96533	30.35782	31.81994	33.35515	34.96713
274	59	GIS SPECIALIST	108,017.73	113,302.59	118,851.71	124,678.28	130,796.17
	Sch=M22		9,001.48	9,441.88	9,904.31	10,389.86	10,899.68
			2,077.26	2,178.90	2,285.61	2,397.66	2,515.31
			51.93160	54.47240	57.14025	59.94148	62.88277
420	11	GROUNDSKEEPER	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
421	12	GROUNDSKEEPER I	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1		5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
422	13	GROUNDSKEEPER II	72,289.11	75,787.56	79,460.91	83,317.95	87,367.82
	Sch=PS1		6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43633	38.20236	40.05671	42.00376

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ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
423	14	GROUNDSKEEPER III	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1		6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
424	04	GROUNDSKEEPER,	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	SUPERVISING	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
228	16	INFORMATION	80,654.75	84,609.95	88,762.91	93,123.52	97,702.15
	Sch=M22	TECHNOLOGY TECHNICIAN	6,721.23	7,050.83	7,396.91	7,760.29	8,141.85
			1,551.05	1,627.11	1,706.98	1,790.84	1,878.89
			38.77632	40.67786	42.67448	44.77092	46.97219
271	57	INFORMATION TECHNOLOGY	88,499.94	92,847.39	97,412.22	102,205.29	107,238.01
	Sch=M22	TECHNICIAN, SENIOR	7,375.00	7,737.28	8,117.69	8,517.11	8,936.50
			1,701.92	1,785.53	1,873.31	1,965.49	2,062.27
			42.54805	44.63817	46.83280	49.13716	51.55674
426	52	LANDSCAPE MAINTENANCE	81,112.97	85,052.59	89,189.20	93,532.64	98,093.25
	Sch=PS1	SPECIALIST	6,759.41	7,087.72	7,432.43	7,794.39	8,174.44
			1,559.86	1,635.63	1,715.18	1,798.70	1,886.41
			38.99662	40.89067	42.87942	44.96762	47.16022
263	29	LIBRARIAN I	73,089.45	76,627.91	80,343.28	84,244.43	88,340.63
	Sch=M22		6,090.79	6,385.66	6,695.27	7,020.37	7,361.72
			1,405.57	1,473.61	1,545.06	1,620.09	1,698.86
			35.13916	36.84034	38.62658	40.50213	42.47146
260	30	LIBRARIAN II	80,998.52	84,932.43	89,063.03	93,400.16	97,954.15
	Sch=M22		6,749.88	7,077.70	7,421.92	7,783.35	8,162.85
			1,557.66	1,633.32	1,712.75	1,796.16	1,883.73
			38.94160	40.83290	42.81876	44.90392	47.09334
242	32	LIBRARY ASSISTANT	68,828.76	72,154.18	75,645.87	79,312.15	83,161.75
	Sch=M22		5,735.73	6,012.85	6,303.82	6,609.35	6,930.15
			1,323.63	1,387.58	1,454.73	1,525.23	1,599.26
			33.09075	34.68951	36.36821	38.13084	39.98161
243	33	LIBRARY ASSISTANT,	77,171.53	80,914.10	84,843.78	88,969.95	93,302.44
	Sch=M22	SUPERVISING	6,430.96	6,742.84	7,070.32	7,414.16	7,775.20
			1,484.07	1,556.04	1,631.61	1,710.96	1,794.28
			37.10170	38.90101	40.79028	42.77401	44.85694
241	34	LIBRARY CLERK	60,576.11	63,488.90	66,547.33	69,758.67	73,130.58
	Sch=M22		5,048.01	5,290.74	5,545.61	5,813.22	6,094.22
			1,164.93	1,220.94	1,279.76	1,341.51	1,406.36
			29.12313	30.52351	31.99391	33.53782	35.15893
400	16	MAINTENANCE	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711

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ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

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401	17	MAINTENANCE	67,430.13	70,685.61	74,103.86	77,693.04	81,461.68
	Sch=PS1	WORKER I	5,619.18	5,890.47	6,175.32	6,474.42	6,788.47
			1,296.73	1,359.34	1,425.07	1,494.10	1,566.57
			32.41833	33.98347	35.62686	37.35242	39.16427
402	18	MAINTENANCE	72,289.11	75,787.55	79,460.91	83,317.95	87,367.82
	Sch=PS1	WORKER II	6,024.09	6,315.63	6,621.74	6,943.16	7,280.65
			1,390.18	1,457.45	1,528.09	1,602.27	1,680.15
			34.75438	36.43632	38.20236	40.05671	42.00376
403	19	MAINTENANCE	75,875.80	79,553.58	83,415.24	87,469.99	91,727.48
	Sch=PS1	WORKER III	6,322.98	6,629.47	6,951.27	7,289.17	7,643.96
			1,459.15	1,529.88	1,604.14	1,682.12	1,763.99
			36.47875	38.24691	40.10348	42.05288	44.09975
442	22	MECHANIC	83,676.63	87,744.45	92,015.64	96,500.41	101,209.42
	Sch=PS1		6,973.05	7,312.04	7,667.97	8,041.70	8,434.12
			1,609.17	1,687.39	1,769.53	1,855.78	1,946.34
			40.22915	42.18483	44.23829	46.39443	48.65838
440	23	MECHANIC SENIOR	90,843.18	95,269.32	99,916.76	104,796.59	109,920.41
	Sch=PS1		7,570.27	7,939.11	8,326.40	8,733.05	9,160.03
			1,746.98	1,832.10	1,921.48	2,015.32	2,113.85
			43.67461	45.80256	48.03690	50.38298	52.84635
251	15	NEIGHBORHOOD	99,649.46	104,515.91	109,625.69	114,990.96	120,624.49
	Sch=M22	PRESERVATION OFFICER	8,304.12	8,709.66	9,135.47	9,582.58	10,052.04
			1,916.34	2,009.92	2,108.19	2,211.36	2,319.70
			47.90839	50.24803	52.70466	55.28412	57.99254
407	03	PARTS AND INVENTORY	70,559.98	73,971.95	77,554.53	81,316.24	85,266.04
	Sch=PS1	CONTROL WORKER	5,880.00	6,164.33	6,462.88	6,776.35	7,105.50
			1,356.92	1,422.54	1,491.43	1,563.77	1,639.73
			33.92307	35.56344	37.28583	39.09435	40.99329
287	37	PERMIT TECHNICIAN	71,853.77	75,330.44	78,980.95	82,813.98	86,838.67
	Sch=M22		5,987.81	6,277.54	6,581.75	6,901.17	7,236.56
			1,381.80	1,448.66	1,518.86	1,592.58	1,669.97
			34.54508	36.21656	37.97161	39.81441	41.74936
291	60	PERMIT TECHNICIAN II	76,721.09	80,441.12	84,347.17	88,448.50	92,754.90
	Sch=M22		6,393.42	6,703.43	7,028.93	7,370.71	7,729.58
			1,475.41	1,546.94	1,622.06	1,700.93	1,783.75
			36.88514	38.67362	40.55152	42.52332	44.59370
252	38	PLAN CHECK ENGINEER	122,565.32	128,577.57	134,890.42	141,518.94	148,478.88
	Sch=M22		10,213.78	10,714.80	11,240.87	11,793.25	12,373.24
			2,357.03	2,472.65	2,594.05	2,721.52	2,855.36
			58.92563	61.81614	64.85116	68.03795	71.38408
258	41	PLANNER, ASSISTANT	99,348.37	104,199.78	109,293.75	114,642.43	120,258.52
	Sch=M22		8,279.03	8,683.32	9,107.81	9,553.54	10,021.54
			1,910.55	2,003.84	2,101.80	2,204.66	2,312.66
			47.76364	50.09605	52.54507	55.11655	57.81660

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

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257	42	PLANNER, ASSOCIATE	114,642.43	120,258.52	126,155.43	132,347.19	138,848.53
	Sch=M22		9,553.54	10,021.54	10,512.95	11,028.93	11,570.71
			2,204.66	2,312.66	2,426.07	2,545.14	2,670.16
			55.11655	57.81660	60.65165	63.62846	66.75410
261	22	PLANNER, SENIOR	120,258.55	126,155.45	132,347.21	138,848.55	145,674.96
	Sch=M22		10,021.55	10,512.95	11,028.93	11,570.71	12,139.58
			2,312.66	2,426.07	2,545.14	2,670.16	2,801.44
			57.81661	60.65166	63.62847	66.75411	70.03604
231	43	POLICE CLERK	66,569.99	69,782.46	73,155.58	76,697.35	80,416.19
	Sch=M22		5,547.50	5,815.21	6,096.30	6,391.45	6,701.35
			1,280.19	1,341.97	1,406.84	1,474.95	1,546.47
			32.00480	33.54926	35.17095	36.87373	38.66163
229	20	POLICE CLERK,	69,782.54	73,155.65	76,697.42	80,416.26	84,321.07
	Sch=M22	SENIOR	5,815.21	6,096.30	6,391.45	6,701.36	7,026.76
			1,341.97	1,406.84	1,474.95	1,546.47	1,621.56
			33.54930	35.17099	36.87376	38.66166	40.53898
230	52	POLICE CLERK,	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	SUPERVISING	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
237	55	POLICE IDENTIFICATION	83,941.57	88,022.62	92,307.74	96,807.11	101,531.46
	Sch=M22	TECHNICIAN	6,995.13	7,335.22	7,692.31	8,067.26	8,460.96
			1,614.26	1,692.74	1,775.15	1,861.68	1,952.53
			40.35652	42.31857	44.37872	46.54188	48.81320
215	36	PROPERTY AND EVIDENCE	70,824.73	74,249.94	77,846.44	81,622.74	85,587.87
	Sch=M22	SPECIALIST	5,902.06	6,187.50	6,487.20	6,801.90	7,132.32
			1,362.01	1,427.88	1,497.05	1,569.67	1,645.92
			34.05035	35.69709	37.42617	39.24170	41.14801
236	54	PROPERTY AND EVIDENCE	80,054.86	83,941.59	88,022.64	92,307.76	96,807.13
	Sch=M22	SPECIALIST, SUPERVISING	6,671.24	6,995.13	7,335.22	7,692.31	8,067.26
			1,539.52	1,614.26	1,692.74	1,775.15	1,861.68
			38.48791	40.35653	42.31858	44.37873	46.54189
235	44	PUBLIC SAFETY	82,386.88	86,390.21	90,593.70	95,007.38	99,641.73
	Sch=M22	DISPATCHER	6,865.57	7,199.18	7,549.48	7,917.28	8,303.48
			1,584.36	1,661.35	1,742.19	1,827.07	1,916.19
			39.60908	41.53375	43.55466	45.67663	47.90468
245	31	PUBLIC SAFETY	86,390.17	90,593.66	95,007.33	99,641.69	104,507.76
	Sch=M22	DISPATCHER, SENIOR	7,199.18	7,549.47	7,917.28	8,303.47	8,708.98
			1,661.35	1,742.19	1,827.06	1,916.19	2,009.76
			41.53374	43.55464	45.67660	47.90466	50.24412
238	45	PUBLIC SAFETY	95,060.69	99,697.72	104,566.58	109,678.90	115,046.82
	Sch=M22	DISPATCHER, SUPERVISING	7,921.72	8,308.14	8,713.88	9,139.91	9,587.24
			1,828.09	1,917.26	2,010.90	2,109.21	2,212.44
			45.70225	47.93160	50.27239	52.73024	55.31097

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CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

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220	46	PURCHASING SPECIALIST	78,035.59	81,821.35	85,796.40	89,970.21	94,352.71
	Sch=M22		6,502.97	6,818.45	7,149.70	7,497.52	7,862.73
			1,500.68	1,573.49	1,649.93	1,730.20	1,814.48
			37.51711	39.33719	41.24827	43.25491	45.36188
233	65	RECYCLING SPECIALIST	88,694.15	93,012.84	97,547.48	102,308.83	107,308.24
	Sch=M22		7,391.18	7,751.07	8,128.96	8,525.74	8,942.35
			1,705.66	1,788.71	1,875.91	1,967.48	2,063.62
			42.64142	44.71771	46.89783	49.18694	51.59050
405	39	TRAFFIC SIGNAL	73,126.04	76,666.33	80,383.63	84,286.80	88,385.12
	Sch=PS1	TECHNICIAN TRAINEE	6,093.84	6,388.86	6,698.64	7,023.90	7,365.43
			1,406.27	1,474.35	1,545.84	1,620.90	1,699.71
			35.15675	36.85881	38.64598	40.52250	42.49285
406	24	TRAFFIC SIGNAL	78,082.45	81,870.55	85,848.08	90,024.46	94,409.68
	Sch=PS1	TECHNICIAN	6,506.87	6,822.55	7,154.01	7,502.04	7,867.47
			1,501.59	1,574.43	1,650.92	1,731.24	1,815.57
			37.53964	39.36084	41.27312	43.28099	45.38927
408	53	TRAFFIC SIGNAL	85,349.29	89,500.73	93,859.75	98,436.73	103,242.55
	Sch=PS1	TECHNICIAN, SENIOR	7,112.44	7,458.39	7,821.65	8,203.06	8,603.55
			1,641.33	1,721.17	1,805.00	1,893.01	1,985.43
			41.03331	43.02920	45.12488	47.32535	49.63584
248	53	TRANSPORTATION	122,668.21	128,685.61	135,003.88	141,638.06	148,603.95
	Sch=M22	ENGINEER, ASSOCIATE	10,222.35	10,723.80	11,250.32	11,803.17	12,383.66
			2,359.00	2,474.72	2,596.23	2,723.81	2,857.77
			58.97510	61.86808	64.90571	68.09522	71.44421
396	44	WASTEWATER COLLECTIONS	60,247.85	63,144.22	66,185.41	69,378.66	72,731.58
	Sch=PS1	SYSTEMS TRAINEE	5,020.65	5,262.02	5,515.45	5,781.56	6,060.97
			1,158.61	1,214.31	1,272.80	1,334.21	1,398.68
			28.96531	30.35780	31.81991	33.35513	34.96711
397	45	WASTEWATER COLLECTIONS	69,594.68	72,996.87	76,569.18	80,320.10	84,258.56
	Sch=PS1	SYSTEMS WORKER I	5,799.56	6,083.07	6,380.77	6,693.34	7,021.55
			1,338.36	1,403.79	1,472.48	1,544.62	1,620.36
			33.45898	35.09465	36.81211	38.61543	40.50892
398	46	WASTEWATER COLLECTIONS	76,388.79	80,130.69	84,059.69	88,185.13	92,516.85
	Sch=PS1	SYSTEMS WORKER II	6,365.73	6,677.56	7,004.97	7,348.76	7,709.74
			1,469.02	1,540.97	1,616.53	1,695.87	1,779.17
			36.72538	38.52437	40.41331	42.39670	44.47925
399	47	WASTEWATER COLLECTIONS	83,900.11	88,017.58	92,340.92	96,880.43	101,646.90
	Sch=PS1	SYSTEMS WORKER III	6,991.68	7,334.80	7,695.08	8,073.37	8,470.58
			1,613.46	1,692.65	1,775.79	1,863.09	1,954.75
			40.33659	42.31614	44.39467	46.57713	48.86870
445	15	WATER DISTRIBUTION	64,302.75	67,401.88	70,655.96	74,072.74	77,660.37
	Sch=PS1	OPERATOR TRAINEE	5,358.56	5,616.82	5,888.00	6,172.73	6,471.70
			1,236.59	1,296.19	1,358.77	1,424.48	1,493.47
			30.91478	32.40475	33.96921	35.61189	37.33672

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/09/2023

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446	32	WATER DISTRIBUTION	71,988.60	75,472.00	79,129.58	82,970.05	87,002.53
	Sch=PS1	OPERATOR I	5,999.05	6,289.33	6,594.13	6,914.17	7,250.21
			1,384.40	1,451.38	1,521.72	1,595.58	1,673.13
			34.60990	36.28462	38.04307	39.88945	41.82814
447	33	WATER DISTRIBUTION	82,438.82	86,444.75	90,650.97	95,067.50	99,704.85
	Sch=PS1	OPERATOR II	6,869.90	7,203.73	7,554.25	7,922.29	8,308.74
			1,585.36	1,662.40	1,743.29	1,828.22	1,917.40
			39.63405	41.55998	43.58220	45.70553	47.93502
448	34	WATER DISTRIBUTION	88,848.28	93,174.67	97,717.40	102,487.26	107,495.59
	Sch=PS1	OPERATOR III	7,404.02	7,764.56	8,143.12	8,540.61	8,957.97
			1,708.62	1,791.82	1,879.18	1,970.91	2,067.22
			42.71552	44.79551	46.97952	49.27272	51.68057
470	05	WATER DISTRIBUTION	93,174.69	97,717.42	102,487.28	107,495.61	112,754.39
	Sch=PS1	SENIOR OPERATOR	7,764.56	8,143.12	8,540.61	8,957.97	9,396.20
			1,791.82	1,879.18	1,970.91	2,067.22	2,168.35
			44.79552	46.97953	49.27273	51.68058	54.20884
469	06	WATER DISTRIBUTION	102,260.14	107,257.14	112,503.97	118,013.15	123,797.80
	Sch=PS1	SUPERVISING OPERATOR	8,521.68	8,938.10	9,375.33	9,834.43	10,316.48
			1,966.54	2,062.64	2,163.54	2,269.48	2,380.73
			49.16353	51.56593	54.08845	56.73709	59.51817
456	37	WATER RESOURCES	96,076.78	100,803.07	105,765.69	110,976.43	116,447.72
	Sch=PS1	COORDINATOR	8,006.40	8,400.26	8,813.81	9,248.04	9,703.98
			1,847.63	1,938.52	2,033.96	2,134.16	2,239.38
			46.19076	48.46301	50.84889	53.35405	55.98448
454		WATER RESOURCES	99,815.77	104,729.03	109,887.93	115,304.79	120,992.50
	Sch=PS1	COORDINATOR - ELECTRICAL &	8,317.98	8,727.42	9,157.33	9,608.73	10,082.71
		INSTRUMENTATION	1,919.53	2,014.02	2,113.23	2,217.40	2,326.78
			47.98835	50.35050	52.83074	55.43500	58.16947
463	25	WR INSTRUMENT	90,803.82	95,266.47	99,952.26	104,872.33	110,038.40
	Sch=PS1	CONTROL TECHNICIAN	7,566.99	7,938.87	8,329.36	8,739.36	9,169.87
			1,746.23	1,832.05	1,922.16	2,016.78	2,116.12
			43.65568	45.80119	48.05397	50.41939	52.90308
462	26	WR LABORATORY	86,768.80	91,029.71	95,503.66	100,201.29	105,133.82
	Sch=PS1	TECHNICIAN	7,230.73	7,585.81	7,958.64	8,350.11	8,761.15
			1,668.63	1,750.57	1,836.61	1,926.95	2,021.80
			41.71577	43.76428	45.91522	48.17370	50.54511
458	27	WR MECHANIC I	81,088.31	85,103.86	89,320.19	93,747.33	98,395.83
	Sch=PS1		6,757.36	7,091.99	7,443.35	7,812.28	8,199.65
			1,559.39	1,636.61	1,717.70	1,802.83	1,892.23
			38.98476	40.91532	42.94240	45.07083	47.30569
459	28	WR MECHANIC II	91,455.39	95,989.29	100,749.89	105,748.52	110,997.08
	Sch=PS1		7,621.28	7,999.11	8,395.82	8,812.38	9,249.76
			1,758.76	1,845.95	1,937.50	2,033.63	2,134.56
			43.96894	46.14870	48.43745	50.84063	53.36398

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EFFECTIVE 10/09/2023

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
451	29	WR OPERATOR - GRADE I	81,895.01	85,873.73	90,051.41	94,437.95	99,043.82
	Sch=PS1		6,824.58	7,156.14	7,504.28	7,869.83	8,253.65
			1,574.90	1,651.42	1,731.76	1,816.11	1,904.69
			39.37260	41.28545	43.29395	45.40286	47.61722
453	48	WR OPERATOR - GRADE II	85,863.06	90,040.19	94,426.19	99,031.47	103,867.03
	Sch=PS1		7,155.26	7,503.35	7,868.85	8,252.62	8,655.59
			1,651.21	1,731.54	1,815.89	1,904.45	1,997.44
			41.28032	43.28855	45.39721	47.61128	49.93607
452	30	WR OPERATOR - GRADE III	92,663.41	97,180.57	101,923.58	106,903.74	112,132.90
	Sch=PS1		7,721.95	8,098.38	8,493.63	8,908.65	9,344.41
			1,781.99	1,868.86	1,960.07	2,055.84	2,156.40
			44.54972	46.72143	49.00172	51.39603	53.91005
455	31	WR OPERATOR - TRAINEE	69,215.90	72,560.68	76,072.70	79,760.32	83,632.32
	Sch=PS1		5,767.99	6,046.72	6,339.39	6,646.69	6,969.36
			1,331.08	1,395.40	1,462.94	1,533.85	1,608.31
			33.27688	34.88494	36.57341	38.34631	40.20785
457	49	WR SENIOR OPERATOR	97,194.51	101,938.23	106,919.11	112,149.05	117,640.49
	Sch=PS1		8,099.54	8,494.85	8,909.93	9,345.75	9,803.37
			1,869.13	1,960.35	2,056.14	2,156.71	2,262.32
			46.72813	49.00876	51.40342	53.91781	56.55793
461	35	WR SOURCE CONTROL	91,164.82	95,645.53	100,350.26	105,290.23	110,477.21
	Sch=PS1	INSPECTOR	7,597.07	7,970.46	8,362.52	8,774.19	9,206.43
			1,753.17	1,839.34	1,929.81	2,024.81	2,124.56
			43.82924	45.98343	48.24532	50.62030	53.11404
460	36	WR SOURCE CONTROL	85,835.21	90,010.96	94,395.49	98,999.24	103,833.18
	Sch=PS1	TECHNICIAN	7,152.93	7,500.91	7,866.29	8,249.94	8,652.77
			1,650.68	1,730.98	1,815.30	1,903.83	1,996.79
			41.26693	43.27450	45.38245	47.59579	49.91980
464	50	WR SUPERVISING	106,674.96	111,892.68	117,371.29	123,123.84	129,164.01
	Sch=PS1	OPERATOR	8,889.58	9,324.39	9,780.94	10,260.32	10,763.67
			2,051.44	2,151.78	2,257.14	2,367.77	2,483.92
			51.28604	53.79456	56.42850	59.19415	62.09808
952	51	YOUTH SERVICES CASE	85,414.84	89,569.56	93,932.04	98,512.62	103,322.24
	Sch=M22	COORDINATOR	7,117.90	7,464.13	7,827.67	8,209.39	8,610.19
			1,642.59	1,722.49	1,806.39	1,894.47	1,986.97
			41.06483	43.06229	45.15963	47.36184	49.67415

EXHIBIT A

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/08/2023

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	105,639.90	110,921.89	116,467.98	122,291.38	128,405.95
			8,803.33	9,243.49	9,705.67	10,190.95	10,700.50
			2031.54	2133.11	2239.77	2351.76	2469.35
			50.78841	53.32783	55.99422	58.79393	61.73363
603	02	POLICE SERGEANT	131,448.44	138,020.86	144,921.90	152,168.00	159,776.40
			10,954.04	11,501.74	12,076.83	12,680.67	13,314.70
			2527.85	2654.25	2786.96	2926.31	3072.62
			63.19637	66.35618	69.67399	73.15769	76.81558
606	03	POLICE TRAINEE (Non-Sworn)	37.00128	-	-	-	-

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$14,095.31	-	$17,619.14
119	Assistant Administrative Services Director			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$13,112.20	-	$16,390.25
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager			
		$12,465.09	-	$15,581.36
123	Housing & Human Services Manager			
		$12,335.20	-	$15,419.00
246	Senior Transportation Engineer			
		$11,836.61	-	$14,795.76
283	Permit Center Manager			
		$11,812.81	-	$14,766.01
253	Senior Civil Engineer			
		$11,671.70	-	$14,589.63
269	IT Operations Manager			
268	Information Technology Manager			
		$11,331.75	-	$14,164.69
472	Airport Manager			
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$10,698.76	-	$13,373.45
137	Assistant Finance Manager			
130	Assistant Library Director			
120	Economic Development Manager			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$10,170.15	-	$12,712.69
217	Accounting Supervisor			
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$10,062.21	-	$12,577.76
272	Construction Inspection Manager			
		$10,016.28	-	$12,520.35
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$9,505.31	-	$11,881.64
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst			
126	Public Works Supervisor			
		$7,730.03	-	$9,662.54
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,730 - $19,000/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$15,196.70	-	$18,995.88
104	Assistant to the City Manager (Confidential)	$12,465.09	-	$15,581.36
122	Human Resources Manager (Confidential)	$13,112.20	-	$16,390.25
154	Human Resources Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
155	Human Resources Analyst II (Confidential)	$9,505.31	-	$11,881.64
156	Human Resources Analyst I (Confidential)	$7,730.03	-	$9,662.54
149	Management Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
151	Management Analyst II (Confidential)	$9,505.31	-	$11,881.64
153	Management Analyst I (Confidential)	$7,730.03	-	$9,662.54
127	Risk Manager (Confidential)*	$11,480.26	-	$14,350.33

*Moved from Management Group effective 09/11/2023

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$13,810 - $21,410/month
Effective July 3, 2023

Class Code	Classification	Salary Range		
605	Police Captain	$17,127.29	-	$21,409.12
602	Police Lieutenant	$13,810.72	-	$17,263.40

EXHIBIT A

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,120 - $10,670/month
Effective July 3, 2023

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$5,120.02	-	$6,400.02
203	Administrative Specialist I	$5,926.26	-	$7,407.83
227	Administrative Specialist II	$6,665.14	-	$8,331.43
200	Executive Assistant	$8,532.40	-	$10,665.50
226	Human Resources Clerk I	$5,926.26	-	$7,407.83
212	Human Resources Clerk II	$6,519.55	-	$8,149.44
219	Human Resources Technician	$7,153.66	-	$8,942.08
201	Law Office Supervisor	$8,532.40	-	$10,665.50
204	Legal Assistant	$7,085.67	-	$8,857.09

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$13,684 - $24,210/month

Effective December 5, 2022

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$15,956.73	-	$19,945.91
103	Assistant City Manager	$17,212.88	-	$21,516.10
105	Community Development Director	$15,956.73	-	$19,945.91
106	Deputy City Manager	$13,684.77	-	$17,105.96
117	Deputy City Manager/City Clerk*	$13,684.77	-	$17,105.96
114	Innovation and Economic Development Director	$15,956.73	-	$19,945.91
121	Library Services Director	$15,956.73	-	$19,945.91
107	Police Chief**	$19,364.56	-	$24,205.70
111	Public Works Director	$15,956.73	-	$19,945.91

*New Position Added 03/27/2023
**Police Chief 3.0% Salary Adjustment to match Police Management increase effective 7/3/2023

EXHIBIT A

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$317,200	12/5/2022
112	City Attorney	$290,170	12/5/2022

EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.50 - $25.25 Hourly	12/19/22
438	Field/Maintenance Aide	$15.50 - $25.25 Hourly	12/19/22
240	Law Clerk	$15.50 - $25.00 Hourly	12/19/22
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.50 Hour	12/19/22
961	Police Cadet	$15.50 - $19.00 Hourly	12/19/22
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing a purchase order with Schwarze Industries Inc. in the amount of $822,824 with a financial contingency in an amount not-to-exceed ten percent (10%), for two replacement street sweepers.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with Schwarze Industries Inc. for two replacement street sweepers for use by the Public Works, Maintenance Division, Street Section, in the amount of $822,824 and a financial contingency in an amount not-to-exceed ten percent (10%) for cost adjustments that may become necessary to cover potential model year price adjustments.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace two existing Maintenance Division Street Sweepers. Staff has determined that the unit that best meets the needs of the Maintenance Division Streets Section is the 2024/2025 Freightliner M2 truck Chassis with the Schwarze Model A9000 Monsoon Street Sweeper purchased under a Sourcewell contract, from Schwarze Industries Inc. in Huntsville, Alabama

DISCUSSION

The Freightliner M2/ Schwarze Model A9000 Monsoon Street Sweepers are critical in performing daily residential street sweeping as well as weekly commercial, main arterial streets, downtown and special area sweeping. Previously, the City used an outside contractor to perform the commercial and downtown sweeping duties while maintaining the residential sweeping in-house. The contract did not allow for special areas and medians and the contractors performance was not up to par overall. As of July 30, 2023, the City took the commercial and downtown sweeping duties back in house to provide a higher level of service to our community. These sweepers are also used to aid in the cleanup of any unanticipated material spills and accidents on the roadways in and around Livermore. The City of Livermore's Fleet Policy recommends replacement of Street Sweepers at six to eight years or 60,000 miles. These units will be replacing a 2014 Autocar Expert/ Schwarze A9000 Sweeper, #STR011 and a

2018 Peterbilt 220/Swartz A9000, #STR013. These replacement Street Sweepers will increase reliability, lower operating costs, and reduce downtime for preventive maintenance when kept in compliance with the manufacturers' recommendations. These replacement Street Sweepers will also increase efficiency in the sweeping program and decrease downtime due to mechanical failures of the existing aging units. In addition, this newly designed unit now incorporates a single engine setup which reduces overall engine emissions over the previous designs thus reducing the City Fleets overall carbon footprint.

Livermore Municipal Code (LMC) Section 2.68.370 requires competitive bidding for services and supplies exceeding $50,000. LMC Section 2.68.390, however, allows for procurement to be completed without individual bidding when done so through a cooperative purchasing arrangement. This alternate procedure is allowed regardless of whether the City is a named party to the agreement or an actual participant in such a program. The proposed procurement of this replacement Street Sweeper uses the Sourcewell public procurement collective.

Staff recommends purchasing this replacement Street Sweeper utilizing Sourcewell Acceptance and Award contract #093021-SWZ. The Sourcewell bid procedure for the replacement Street Sweeper meets the City's municipal code requirement, and therefore, a purchase order can be awarded to Schwarze Industries Inc., Huntsville, Alabama. Municipal Maintenance Equipment, (MME), is the local dealer for Schwarze Sweepers in Northern California, and will facilitate delivery, training, and any needed service or warranty work.

Build time for these Street Sweepers is twelve to eighteen months and the pricing may need to be adjusted due to unprecedented component shortages, commodity prices that are constantly fluctuating as well as current market volatility, model year price changes or unforeseen surcharges incurred by the Truck Chassis and/or Body Manufacturer. Such a pricing increase shall not exceed 10% of the original quoted price.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed purchase of the two 2024 Freightliner M2 truck chassis with the Schwarze Model A9000 Monsoon single engine Street Sweeper is budgeted in the Fleet Internal Service Fund for FY 2023-24 and is identified in the Fleet Master 25-year Replacement plan.

COMMUNITY PILLAR
5: A City That Works

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

ATTACHMENTS

1. Soucewell Contract 093021-SWZ
2. MME Schwarze A9SE Monsoon Quote
3. Resolution

Prepared by: Brian Harris
Public Works Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DocuSign Envelope ID: 12401640-D042-4FC8-A891-F9F54085B82E

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/22/2021 | 8:54 AM CST

Schwarze Industries, Inc.

DocuSigned by:
M.J. DuBois
C65CBA257A53411...
By: _____
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 11/15/2021 | 10:16 AM PST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:13 AM CST

ATTACHMENT 1

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

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Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday August 12, 2021 13:01:39
Submitted On:	Wednesday September 22, 2021 09:28:53
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	e7e11140-46a9-4b3f-9740-d923b41df94e
Submitter's IP Address:	24.145.112.96

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Schwarze Industries, Inc. EIN: 63-0427445	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811	*
5	Proposer website address (or addresses):	www.schwarze.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter. DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Hendrickson, Schwarze VP of Sales and Marketing 1055 Jordan Road Huntsville, AL 35811 email: jhendrickson@schwarze.com Phone: 256-851-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

ATTACHMENT 1

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Over 47 years ago, the founder of Schwarze Industries, Bob Schwarze, was a street paving contractor. Because he wasn't able to find a sweeper design that truly met his needs, he built the company's first sweeper for his own use in cleaning parking areas. Within a decade, the combination of engineering craftsmanship, integrity, and strong customer services elevated Schwarze Industries to its position as the largest manufacturer of parking area sweepers in the United States. Due to the excellent reputation of its sweepers, Schwarze Industries is fast becoming one of the world's leading manufacturers of road sweepers as well. The Schwarze family credited its success with building innovative, simple-to operate sweepers and backing them with good old-fashioned attention to detail and customer support. In 2000, Schwarze Industries, Inc. was purchased by the Alamo Group (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. That means they can now additionally offer the financial strength and stability of a public company. All Schwarze sweepers are proudly built in Huntsville, Alabama. Schwarze Industries sweepers are in use throughout North America and over 35 countries around the world. Schwarze Industries distributes their "large" sweeper products exclusively through a worldwide dealer network, most of which are "government houses" specializing in equipment purchased by government entities. As a proud subsidiary company of The Alamo Group, Inc. (ALG), Schwarze Industries, Inc. adheres to the following Code of Business Conduct: "We at Schwarze Industries, Inc. are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders and the public." The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar ant bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures. The Code sets forth specific policies governing their conduct worldwide in Schwarze facilities and where they transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices. It is the Company policy to observe and comply with all laws applicable to Schwarze Industries, Inc. and operations wherever business is located and to always act in a legal and ethical manner regardless of the location. The laws which apply to any given situation may only be the minimum standard. At all times, they must conduct themselves with integrity and honesty. (See Attachment)	*
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Schwarze has an expectation that a contract awarded in response to this solicitation will hold the same benefit. They hope to continue to build on their past success and to providing your members with a continued exemplary level of service, quality products and discounted prices that reflect the quantities expected and previously experienced with the prior awarded contracts.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Schwarze Industries is financially sound. Schwarze's parent company is Alamo Group, which is a publicly traded entity. See the attached Alamo Group SEC report attached as well as the Alamo Code of Ethics.	*
12	What is your US market share for the solutions that you are proposing?	Schwarze operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Schwarze's market share is 25%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer in parking lot sweepers.	*
13	What is your Canadian market share for the solutions that you are proposing?	Schwarze's Canadian Market Share is 10%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing the Sourcewell Contract.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Schwarze Industries nor its parent company, Alamo Group, have ever petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B, Schwarze Industries is a manufacturer, located in Huntsville Alabama, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies. The dealerships are assigned a geographic territory for exclusive Schwarze product representation of their Street and Airport Sweepers. Each of their dealerships has sales, service and parts representation. Schwarze Industries also employs "in house" small product sales personnel that represents only small truck mounted parking lot sweepers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	a) State of Alabama Business License - required to manufacture and sell vehicles b) City of Huntsville, AL Business License- Required to do business in the City of Huntsville, AL c) State of Alabama Regulatory License – Alabama Department of Revenue Motor Vehicle Division requires this license to manufacture/sell motor vehicles. See attached documents.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Schwarze Industries as never been suspended or disbarred from participating with any agency.	*

ATTACHMENT 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 American Infrastructure Magazine Brand Survey Winner 2021 North American Power Sweeping Association - Gold Partner 2018 Operation Green Team Award Recipient Patent No. 10.711.416 Roadway Sweeper with multiple sweeping modes Patent No. 10.190.275 Pavement sweeper with conveyor lift-out drop-in system Patent No 9.783.942 Gutter broom position-control system	*
19	What percentage of your sales are to the governmental sector in the past three years	72% of Schwarze's sales are to the government sector for the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	1% of Schwarze's sales are to the education sector for the past three years.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC - Average Sales Volume $945,000.00 per year STS - $1,000,000 per year Missouri DOT - $503,330.00 per year	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Schwarze does not hold an GSA contracts or Standing Offer and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Delaware DOT See the attached Testimonial	Lawrence Hardy lawrence.hardy@delaware.gov	302-760-2505	*
City of Greenville See the attached Testimonial	Ben Carroll, Operations Manager	864-467-4345	*
County of San Joaquin See the attached Testimonial	Kevin Myose, Fleet Manager	209-468-3099	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Phoenix DOT	Government	Arizona - AZ	Provide both air and mechanical sweepers	11 units	$3,372,911.00	*
City of Philadelphia	Government	Pennsylvania - PA	Provide mechanical sweepers	15 units	$5,199,515.00	*
City of Edmonton	Government	AB - Alberta	Provide mechanical sweepers	8 units	$2,771,688.00	*
New Jersey DOT	Government	New Jersey - NJ	Provide High Dump Sweepers	8 units	$2,653,462.00	*
Delaware DOT	Government	Delaware - DE	Provide both air and mechanical sweepers	7 units	2,835,598.00	*

Table 6: Ability to Sell and Deliver Service

ATTACHMENT 1

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	The Schwarze Industries internal sales force is comprised of a Vice President of Sales and Marketing, Customer Service Manager, Sales Operation Manager, four sales support positions, four Regional Sales Managers broken down into geographic regions, and two Product Managers. Schwarze Industries also employs "In House" small product sales (parking lot sweepers) personnel that consist of one National Sales Manager, one Product Manager and four Sales Representatives. Schwarze dealers function as the outward facing sales arm of the Schwarze business. Schwarze dealers are contractually exclusive distributors of sweeper products.	*
26	Dealer network or other distribution methods.	Schwarze's dealer network functions as the outward facing sales arm Schwarze business. Their dealers are contractually exclusive distributors of their sweeper products and are trained in the selling, servicing and maintenance of the Schwarze equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. Each dealer employs two to eight sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze dealers are specialists and the sales force concentrates in the specialized field of pavement cleaning equipment. See attached detailed Dealer Location Chart	*
27	Service force.	Schwarze has an internal team dedicated to the success of their products sold both through their dealer network as well as through the direct sales force. This team includes three Service/Warranty Technicians that assist the customer both internally and if required, travel extensively worldwide in support of their products as challenges develop. Schwarze also maintains servicing dealers that all have services locations spread within their respective territories. Road service is offered in most locations within the contiguous US, Hawaii and Alaska. Schwarze built a training facility in Huntsville Alabama to train local dealer's service force with a Manufacturer's Service Certification Program. They also provide service school at this new facility for their customers on a quarterly basis. The service school program can be attended by any customer who can travel to their facility.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Schwarze. Schwarze will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Schwarze will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation. In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and the DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Schwarze's Customer Service Team consists of both Schwarze employees as well as Schwarze's extensive dealer network with over 100 locations across North America. Schwarze dealers are expected to maintain adequate parts inventory to maintain the population of Schwarze Products in their contracted area of responsibility. The commonly stocked parts include wear items or common maintenance parts. Schwarze also maintains a large inventory of parts to support the customer and dealer network in the field. Schwarze also has a robust service parts shipping process. With over 95% "on time" shipping, Schwarze is an established service business designed to keep their customers up and running. As part of becoming a contracted dealer, Schwarze requires regular training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schwarze currently sells throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schwarze currently sells throughout Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Schwarze expects to sell, service a support their products within all of the United States and Canada and does not anticipate any geographic area that will not be fully serviced.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Schwarze expects to sell, service and support their products to all participating entities within all of the United States and Canada	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Schwarze will train all of their internal and dealer's sales force with the assistance of the Supplier Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers. Schwarze takes an aggressive approach to marketing Sourcewell. Schwarze includes the Sourcewell Logos in their product brochures (see attached example), their advertising (on-line and paper publications), and on their website (see attached). Schwarze wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. Schwarze will also include Sourcewell graphic banners at trade shows to further market their participation. In order to further ensure that Schwarze is fully marketing the value of Sourcewell, they encourage Schwarze salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize their assigned Supplier Development Administrator to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Schwarze uses the following digital marketing techniques to enhance its marketing effectiveness. Website Schwarze provides areas on its website where customers can answer their own questions or seek answers from Schwarze representatives by filling out a simple request form on its product pages (Conversion Optimization.) This information is then submitted to sales or service representatives and recorded in the company's CRM software. Schwarze also uses Google Analytics to analyze how users are finding the Schwarze website and how users behave once on the website to further increase Schwarze's marketing effectiveness. Search Engine Optimization Schwarze optimizes its online content in a way that search engines such as Google Search like to show the content as a top result for searches of a particular sweeper related keyword. Schwarze does this by regularly creating high-quality content for its website. Content Marketing Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published bi-weekly on their website and social media. Similar articles are also printed in industry related magazines on a monthly basis. Search Engine Marketing Schwarze bids for ad placement (via Google AdWords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing campaign. Social Media Marketing Schwarze uses social media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebook, Instagram, Twitter, LinkedIn and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic. Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com, betterroads.com and northamericansweeper.com. Email marketing Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts sales/newsletter. Dealer sales product bulletins/white papers. Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people leave the Schwarze website, ads appear on other websites (via Google AdWords) they visit for the particular Schwarze products they have looked at.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell knows how to promote a contract! Schwarze believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales. Representatives from Schwarze have met and know the Sourcewell employees that deal with Schwarze's existing contract. The basis of their longevity is service-related and Sourcewell is well aware of this concept. Schwarze's expectation is that of Sourcewell's continued existence at trade shows, Getting to Know You events and Sourcewell University events will continue as possible in the new COVID environment. Schwarze believes Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available. Schwarze is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. Schwarze has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Schwarze has utilized the flexibility that Sourcewell contracts offer and it has become common knowledge for most of their dealers to lead the buying process with this contract. Schwarze has sent senior management representatives annually to the H2O Conference. Schwarze has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Schwarze's contract sales have grown over the years and this is a testament of Sourcewell and Schwarze's commitment to the same goal; to offer the best products, service and quantity discounts in support of customers/members. Schwarze has established Breakout Sessions at their National Dealer Meetings where pricing strategy has been and will be a major topic. Schwarze has also developed a secure "Dealer Only" web site that contains the Sourcewell contract and contract pricing, fees and contract required terms and conditions.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. The sweepers are "made to order" and have an extreme amount of variables.	*

ATTACHMENT 1

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers also will do follow up training for members beyond the initial delivery for an additional fee. For those who are look for a more in-depth Training Option, Schwarze has a successful (8 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 10 to 12 students a month on Maintenance and operations of their products. Cost of the class is $150. See attached training schedule. Schwarze will also provide operations and maintenance videos to Members when available.	*
40	Describe any technological advances that your proposed products or services offer.	With this new contract proposal, Schwarze is continuing to innovate for their customers. They follow a strict Voice of the Customer (VOC) product management structure. Based on customer current needs, Schwarze is offering 5 new products to Sourcewell members. Two Non-CDL mechanical sweepers addresses customer request for units that do not require a specialized CDL operator to run. Three new single engine design products eliminate the need for a secondary engine and reduces the dependency on third party service organizations to maintain additional equipment and increasing uptime capabilities. CAN control system is utilized on all Schwarze commercial sweepers. This system eliminates over 200 connections and approximately 2500 feet of wire when building a sweeper. It allows for easy addition of options and system upgrades at any time in the machine lifetime. CAN technology conveniently gives operator and service technicians important vital on-board diagnostics for chassis and sweeper in an easy to view full color display. Some examples of this are sweeping hours, gutter broom hours, water pump hours, fuel consumption, percentage of load on engines, engine temperature, oil pressure, hydraulic temperature, and water tank level to name a few. Incorporated through the CAN system is full engine protection for automatic shutdown to prevent engine damage in case of an engine system failure. All CAN switches are color coded for easy identification and ease of use. Overall CAN technology is the now and the future of auto, truck, and machinery operating systems. Schwarze Industries has chosen to embrace this technology and utilize it to its maximum capabilities on their sweepers. Schwarze has just competed their new state of the art On-Line Parts/Service site. Located at shop.schwarze.com, customers can access: Wear Parts, Search by Model Have online access to parts and service manuals Access to How-to videos, model walk-arounds, operator and maintenance tips. Auxiliary Engine and Chassis resources 2D and 3D parts drawing assemblies	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Schwarze's approach to sustainability is built around three dimensions: environmental responsibility, people and community, and governance and ethics. Within each dimension, Schwarze has identified specific material topics that help focus their efforts where they matter most. At Schwarze, their environmental responsibility covers both the efficient use of natural resources in their facilities and the development of new products with sustainability goals in mind. In their facilities, the primary areas of focus are energy, emissions, water, and waste management, all guided by a corporate environmental policy. Below are our internal metrics for Sustainability KEY METRIC - GOALS BY 2025 RENEWABLE ELECTRICITY - ABOVE 20% RENEWABLE ENERGY RECYCLED WASTE - ABOVE 85% RECYCLED WASTE WATER USAGE - BELOW 1.00 CUBIC METERS/METRIC TONS SHIPPED SCOPE 1 CO2 EMISSIONS - BELOW 0.25 METRIC TONS/METRIC TONS SHIPPED SCOPE 2 CO2E EMISSIONS - BELOW 0.60 METRIC TONS/METRIC TONS SHIPPED ENERGY - BELOW 6.00 GIGAJOULES/METRIC TONS SHIPPED Schwarze also is heavily involved in partnering with their customers in Storm-water Management Education and outreach. They provide case studies, graphical wraps, and other educational materials as resources for municipalities to educate their citizens on the value of sweeping and the direct impact it has on our planet.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	South Coast Air Quality Management District Certified (see attached) Certified Air Movement and Control Association for fan performance (see attached original cert 4/4/2000 and re-certified 2019) ISO 9001-2015 Certified - Renewed certification in 2020 AQMD PM10 Certified	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Schwarze is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Schwarze is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have many veterans currently employed. Schwarze partners with Veteran organizations when recruiting for all positions.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With the most diverse product offering in the sweeping industry, Schwarze Industries provides a consultative approach to guiding Sourcewell Members to find the right equipment to meet their needs. With over 100 dealer locations across North America, employing over 800 Sales and Service personnel, Schwarze has built a sales and service network fully capable of addressing a Sourcewell Member's sweeping equipment needs. With 50 years in business and a member of the Alamo Group, Schwarze has forged strong partnerships with brands such as Freightliner, Cummins, Isuzu, John Deere, and many more in order to maximize the service strength to their customers. Schwarze also offer Industry leading warranties such as: Schwarze stainless steel hoppers with lifetime warranty shall be warranted against rust perforation and corrosion perforation for the 'LIFETIME" of the sweeper of the ownership period of the original owner. This warranty is non-transferable. Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. This warranty applies to the original owner only and is non-transferable. State of the art online parts and service support referenced above in question 40.	*

Table 9: Warranty

ATTACHMENT 1

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Schwarze warrants their equipment be free of defects in material and workmanship for one year or 1200 usage hours after purchase. Schwarze also warrants new parts be free from defects in material and workmanship for 90 days after purchase. Schwarze covers the repair or replacement of defective parts in both scenarios. Schwarze stainless steel hoppers come with a lifetime warranty. They are warranted against rust perforation and corrosion perforation for the 'LIFETIME" of the sweeper of the ownership period of the original owner, of which LIFETIME WARRANTY must be acknowledged on the original sales order. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable. Schwarze warranties hydraulic valves and motors for a period of 2 years and hydraulic pumps and fittings for 5 years. These warranties are subject to maintenance requirements and annual inspections by a Schwarze authorized agent/dealer. This warranty applies to the original owner only and is non-transferable. All Schwarze Single Engine Sweepers warranty the VPD (single engine drive device) for a period of three years with unlimited hours of use. All labor on pre-authorized warranty items is covered under Schwarze's warranty. Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed. There are longer warranty coverage periods for units mounted on commercial chassis. That coverage,for example, would come from the chassis manufacturer and carries a three year standard warranty. Also, some Schwarze models utilize John Deere auxiliary engines that have a two year coverage period. Each OEM component would be covered by their own warranty. Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The above warranty information states 1200 usage hours. If beyond the 1200 hour standard warranty, warranty would be negotiated. Each component's warranty will carry the original equipment manufacturers warranty.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer is expected to take the unit in to a local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every geographic region of the United States and Canada will be covered by either local dealer's certified technicians or Schwarze will provide each customer specialized assistance for warranty repairs. Each Member not accessible to a local dealer will have to contact Schwarze's dedicated warranty specialists, communicate the issue of concern and receive a written Statement of Warranty work from their Warranty Specialist. If the customer is comfortable with working on the unit with the written permission from Schwarze, they will be shipped parts at no cost, return any defective parts required (at no cost) and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Schwarze will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada. Examples of these OEM's would consist of John Deere, Cummins, and Freightliner. If any member should have trouble with this arrangement, Schwarze will help the Member facilitate the utilization of these OEM warranties.	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policies.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel. Schwarze dealers have been specifically chosen to represent products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Schwarze that all of their dealers develope a strong trust and commitment with their local customers. All Schwarze dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Schwarze does not offer service contract options directly to their customers.	*

ATTACHMENT 1

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis. Payments for units can be paid for my check, wire transfer or Automated Clearing House transfer (AHC). P-Cards can be used to purchase parts only.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Schwarze does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Schwarze does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Schwarze will work with other Sourcewell Awarded Vendors (NCL) or any leasing agency of the Member's choice.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the attached sample Sourcewell Quote.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Schwarze will accept the P-card or credit cards for all Members with no fees for parts. P-card will not be available for sweeper units.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is Schwarze's intent to offer a percentage discount from the manufacturer list price to the Sourcewell Members on all of the items being proposed in this offer. Schwarze's discount will be based on a percentage off of the profit-making base model portion of this award. Schwarze mounts their products on commercial truck chassis. In order to provide the customer with convenience and the best pricing available, Schwarze will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. Schwarze purchases chassis with substantial quantity discounts. Schwarze will also allow the customer to supply their own chassis in which to mount the body.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schwarze is proposing a 5% discount from the base model list price for all of their sweeper products. Schwarze is proposing a 3% discount and free shipping for parts and accessories over $12,000. on a single order. Members will receive these special discounts after issuing a Purchase Order for parts only with their Soucewell Member number.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order for 4 or more units. At this time, Schwarze does not offer any rebate programs.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	It is Schwarze's intention to cover all items available on their commercial price lists. Schwarze does realize, from time to time, there may be individual requirements that will not be listed. Schwarze will provide any items “specific” to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 20%. Prior to accepting an order with Open Market items from a Sourcewell Member, Schwarze will discuss the availability of a specific request and price the item. Any documentation of cost that Schwarze can provide for these items will be presented on an individual basis when requested.	*

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are several costs not included in the pricing submitted in this proposal. These costs are listed below: Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Schwarze will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. Federal Excise Tax: Schwarze is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Schwarze will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If Schwarze is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax. Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis. Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Schwarze pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Schwarze has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a “special order” chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log. Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both “Drive-A-Way” service and common carrier service will be used.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes that Schwarze deliver via ocean transport, Schwarze will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Schwarze will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Schwarze strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Schwarze does pass on negotiated, competitively bid freight pricing to their customers. Most of the Schwarze Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Schwarze fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members.

ATTACHMENT 1

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Due to the unique nature of this proposed contract representation, Schwarze builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Schwarze will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Schwarze will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when Schwarze receives a payment for a unit, Schwarze will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Schwarze values the ability to service Sourcewell Members with their products. In order for Schwarze to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. Schwarze will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes. As a member of the Alamo Group, Schwarze is expected to increase their sales each year. Schwarze operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is Schwarze's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the sweeper products offered to Sourcewell Members. If they are able to see measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schwarze proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Regenerative Air Sweeper Machines A4 Storm - 4.5 Cubic Yard Non-CDL regenerative air road sweeping truck. Ideal for small areas in cities and towns. Very maneuverable in tight quarters yet very powerful. A7 Tornado Twin engine or Single engine - -8.4 Cubic Yard Large Multi- Purpose Regenerative Air Sweeper. Ideal for roads and highways picking up large amounts of debris. Helps cities and contractors meet the EPA's MS4 requirements to mitigate storm water runoff. Easy to maintain, yet powerful enough for the most demanding applications. A7 Zephyr -8.4 Cubic Yard Regenerative Air Runway Sweeper. The Zephyr is the choice for runways and airfields. With sweeping speed capability of up to 25 mph, the Zephyr is designed to cover a large amount of surface quickly. This is very important to the aviation industry (commercial and military) so as to rapidly remove debris that could cause FOD Foreign Object Damage to Aircraft. FOD is the single largest controllable cause of damage to Aircraft on runways. A8 Twister Twin Engine or Single Engine -6 Cubic Yard High Dump Regenerative Air sweeper. The Twister Incorporates all of the powerful road cleaning features of the A7 Tornado with a High Dump Hopper. The Stainless steel Hopper Has dump height range of 2' to 12' high. This is convenient for dumping accumulated debris directly into waste hauling trucks or containers. A9 Monsoon Twin Engine or Single Engine - 9.6 Cubic Yard Regenerative Air Street Sweeper. Largest payload in the regenerative air sweeping industry. This means more time on the job before dumping. Not only is the hopper larger but so are the debris screens in the hopper . More sweeping time before clean-outs, and steady performance throughout the entire loading process. Ideal for long stretches of roadway that need to be cleaned. Pure Vacuum Sweeper Hypervac Pure Vacuum road sweeper - 8.4 Cubic Yard Pure Vacuum sweeper. The Hypervac uses massive power of the A series sweepers in the vacuum design of the Hypervac, however instead of the air being re-circulated, the air is essentially scrubbed free of dirt and debris before being exhausted into the Atmosphere. This machine uses as many as 5 brushes as once to clean the road surface. This application process conforms to any irregular surface conditions leaving roadway clean and debris free. The 5 brush design is revolutionary in the pure vacuum market and is only a	

ATTACHMENT 1

		Schwarze product. Mechanical Sweepers M4 Cascade Mechanical Broom Sweeper - 4 Cubic Yard Mechanical Broom Sweeper. The M4 Cascade leads the way in compact heavy debris sweeping. Non- CDL in design, this machine is ideal for removing bulky debris from construction sites. The small cab over chassis configuration makes the M4 highly maneuverable for sweeping tight congested areas. High dump capability, up to ten feet, enables on site dumping into containers or mobile trucks for waste containment. Over all the M4 fills many needs for smaller contractors and governments that have the need for heavy sweeping. M5 Torrent Mechanical Broom Sweeper - 4.5 cubic yard Mechanical Broom Sweeper. The M5 Torrent incorporates all of the features of the compact M4 cascade into a slightly larger footprint. Designed with a larger stainless steel 4.5 cu/yd Hopper, the Torrent is built on a heavier GVWR Chassis. This allows for larger loads and chassis that can withstand the rigors of long highway travel in between jobs. The M5 remains Non-CDL, staying under the 26,000 lb threshold. M6 Avalanche Mechanical Broom Sweeper Twin engine or Single engine - 5 Cubic Yard Mechanical Broom Sweeper. The M6 Avalanche is the pinnacle of large debris commercial mechanical sweepers. The rugged design is meant for the most demanding of sweeping scenarios. Routinely used by paving contractors behind milling machines as well as tar and chip operations, the M6 Avalanche has the power to meet these needs. A fully integrated CAN operation system allows for memory presets "Six Sense" for on the fly quick adjustments to the sweeper for matching ever changing debris and road surface conditions. Parking Lot Sweepers Super Vac Gale force - 4.5 Cubic Yard Parking Area Sweeper. The Gale Force Is the most powerful parking lot sweeper on the market. With a 74hp auxiliary engine dedicated to sweeping functions, and 39 inch diameter gutter broom the Gale Force cleans up quickly and efficiently. Built for The most demanding parking lot sweeping contractors, the Gale Force is built to do the job day in day out. A standard stainless steel hopper is meant to last a lifetime with easy cleaning. Super Vac Vortex - 4.5 Cubic Yard Parking Area Sweeper. The Vortex maintains the generous capacities of the Gale Force, but with a smaller power plant to meet the needs of the smaller sweeping contractors. Standard Stainless steel hopper, 93 gallon dust suppression system, and vertical steel digger type gutter brooms ensure the Vortex is ready to meet the challenges of parking lot sweeping. Super Updraft - 3 cubic yard Low Profile Parking Lot Area Sweeper. The Super Updraft provides the unrivaled performance of Schwarze parking lot sweepers in a low profile format. By using a pick up truck chassis and a smaller 3 cu/yd hopper, the Super Updraft can sweep in areas with vertical overhead clearance limits. This specifically is in regard to parking garages. No Matter where, the Super Updraft will effortlessly keep these areas clean. Updraft - -2 Cubic Yard low profile parking area sweeper. This light weight, low profile sweeper is ideal for parking areas with delicate surfaces. The poly wafer gutter broom will not mark surfaces such a decorative brick and pavers. Built with a stainless steel hopper, the Updraft is built to last. Ideal for Colleges, Universities, and beautified downtown areas. Super Vac Aero - 2 Cubic Yard Portable Slide in/ Tow Behind Trailer sweeper. The Aero is an ideal machine to be kept on site for quick cleanups post event. Sports Arenas, Concert venues, and public Parks can utilize the Aero with great efficacy. Additionally The Aero has the ability to blast air off to the side of the machine where blowing off debris is a better option. Road and Asphalt Repair Patchers Road Patcher - 6.5 Cubic Yard Truck Mounted Road Patcher. The truck Mounted road patcher is a one person operation. With a fully automated hydraulic boom the Road Patcher makes fixing pot holes quick and easy. The machine uses air, aggregate (stone) and emulsion (tar) to clean, prep and fill the pot hole or deviation in the road surface. The truck mounted road patcher keeps the operator off the street and safely inside the cab of the truck. 2 Cubic Foot Spray Patcher tow behind Street Max. This tow behind machine is fed aggregate from a standard dump body that is towing it. This allows for Multiple repairs with a trailer-able unit that is not limited by capacity due to the fed by dump design. -2 Cubic Yard Spray Patcher tow behind Road King. Road King is a fully self contained tow behind spray patcher with a 2 cu/yd aggregate capacity. The Road King is ideal for those who do not want to dedicate a full time vehicle to road patching operations. Demonstration equipment, dealer stock and used equipment is also being offered within this response. Wear parts are being offered to Sourcewell Members with a 3% discount when purchasing parts in excess of $12,000.00. This offer also come with free shipping via Schwarze delivery platform.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Regenerative Air Street Sweepers- CDL Regenerative Air Street Sweepers- Non CDL Mechanical Street Sweepers- CDL Mechanical Street Sweepers-Non CDL Pure Vacuum Street Sweepers Parking Lot Sweepers High Speed Runway Sweepers Pothole Patching Equipment	*

ATTACHMENT 1

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Schwarze offers many types of units in this category (from 2 yard debris hoppers to the industries largest, 9 yard debris hopper as well as two different types of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers. In order to meet individual Member requirements, there are three different types of fuel platforms (gas, diesel or CNG), as well as single engine or twin engine technologies.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweepers.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	(•) Yes ( ) No	Schwarze is offering wear parts in this response with a 3% Discount	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Schwarze Sourcewell PRICE LIST 09_30_2021.zip - Wednesday September 22, 2021 09:28:08
- Financial Strength and Stability - Financial Str and Licenses.zip - Thursday September 16, 2021 10:47:24
- Marketing Plan/Samples - Brochures Ads Website.zip - Thursday September 16, 2021 10:47:46
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Training and Dealer Network.zip - Thursday September 16, 2021 10:48:38
- Standard Transaction Document Samples - SAMPLE SOURCEWELL QUOTE TO MEMBER.pdf - Thursday September 16, 2021 10:50:01
- Upload Additional Document - RepLetter Ref Letter Certs.zip - Thursday September 16, 2021 10:50:33

Addenda, Terms and Conditions

ATTACHMENT 1

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuDo LLC for Schwarze Industries

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

ATTACHMENT 1

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

Schwarze #093021-SWZ

Pricing for contract #093021-SWZ offers Sourcewell participating agencies the following discounts:

- 3-5% discount off list price
- In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount of up to 2% applicable to order size.

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

ATTACHMENT 2

July 27, 2023

City of Livermore
3500 Robertson Park Road
Livermore, CA 94550

Tel: 925-960-8031
Cell: 925-337-2786
bdharris@cityoflivermore.net

Attention: Brian Harris

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 093021-SWZ for two (2) Schwarze Model A9 Monsoon Sweepers mounted on new Freightliner M2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Livermore, CA	$373,153.00
	10.25% Estimated Sales Tax	38,248.18
	CA Tire Fee	10.50
	Sub-Total	$411,411.68
	Quantity Requested	x 2
	Total	$822,823.36

- **City's Purchase Order to be prepared and sent directly to Schwarze Industries Inc.**
  1055 Jordan Road, Huntsville, AL 35811
  M.J. Dubois (410) 924-1004 sourcewell@schwarze.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Schwarze products.
- Pricing includes delivery and on-site training.
- Normal delivery 240-270 days A.R.O., depending on chassis & component availability during production.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quote valid for 15 days.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler

James Wheeler,
General Manager

07/27/2023

SOURCEWELL QUOTE FOR A SCHWARZE A9 MONSOON SE SWEEPER
SOURCEWELL CONTRACT NO 093021-SWZ

Customer: CITY OF LIVERMORE

Delivery: CALIFORNIA

Description	Amount
Schwarze Model A9 MONSOON SE Street Sweeper with all standard equipment, 240 HP VPD Sweeper Drive	
2024 Freightliner Model M2 chassis 164" W/B Single engine chassis with premium DS and two sets of keys	
Body mounting on chassis	
Sweep head deluge	
Dual gutter brooms shall be provided	
Dual power tilt shall be provided	
Dual Gutter broom extension override	
Gutter broom, in-cab down pressure	
Standby, full with throttle ramp	
Variable speed gutter broom	
14 Point standard remote grease manifold	
Three camera system	
Front mounted spray bar	
Hopper mounted spray bar - 4 nozzles	
Water tank low level alarm and indicator	

Description	Amount
Water fill inline Y Strainer	
Auto drop down screens	
Hopper sound suppression	
Hopper deluge, conical spray	
Hopper drain 6" stainless steel	
Hopper up alarm and indicator	
Hopper auxiliary engine screen cover	
High strength stainless steel hopper with lifetime warranty	
Two LED Floodlight	
Paint, standard	
Decal kit	
Cab mounted Whelen Mini responder R2LPPA (on cab roof)	
Whelen surface mounted 6 Whelen TIR6 (two in front grill two on the rear and two mid-section on the sides)	
Whelen TAL 85 LED traffic advisor	
Steering wheel turn assist knob	
Tiretyte puncture sealant	
5 Year Extended Warranties for Chassis Engine and Allison Transmission	
(2) Spare Freightliner Keys (factor match)	
Water meter mounting plate	
3" Gutter broom extensions both side/Modified right side gutter broom joint	
SIR System enabled	
GB Release system	
Extra flood light mounted (1) pointing towards pickup head curtain curb side (1) pointing pick up head drivers side	

Description	Amount
Rear LED flood lights to be controlled on/off from console switch	
Rear safety color back-up camera with 2 extra gutter broom camera (1 camera on the DS and 1 on the PS gutter brooms)	
Sweeper Extended Warranty: 1Years or 1200 hours	
Local dealer pre delivery inspection	
Training at customer facility	
Delivery to customer facility	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$373,153.00
Sales Tax - 10.25%	$38,248.18
California Tire Fee	$10.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX	$411,411.68
TOTAL PRICE OFFERED FOR TWO (2) UNITS INCLUDING TAX	$822,823.36

Sourcewell Contract NO 093021-SWZ

Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc.

Contact: M.J. DuBois Email: sourcewell@schwarze.com Phone:410-924-1004

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO SCHWARZE INDUSTRIES INC. IN THE AMOUNT OF $822,824 FOR TWO REPLACEMENT 2024 MODEL A9 MONSOON STREET SWEEPERS ON THE FREIGHTLINER M2 TRUCK CHASSIS AND AUTHORIZING A FINANCIAL CONTINGENCY IN AN ADDITIONAL AMOUNT NOT-TO-EXCEED TEN PERCENT (10%)

The Maintenance Division performs daily residential street sweeping and weekly commercial, main arterial, downtown, and special area sweeping. The City of Livermore's street sweepers are also used to aid in the cleanup of any unanticipated material spills and accidents on roadways in and around the City of Livermore ("City"). The City's Fleet Policy currently recommends the replacement of the City's street sweepers.

Livermore Municipal Code section 2.68.370 allows for the purchase of equipment with a value higher than $50,000 through a cooperative purchasing arrangement. Livermore Municipal Code section 2.68.390 identifies specific cooperative purchasing agencies and counties which are pre-approved.

Schwarze Industries Inc. ("Supplier") holds the Sourcewell (formerly National Joint Powers Alliance) competitively bid cooperative purchasing contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies. Livermore Municipal Code section 2.68.390 identifies the National Joint Powers Alliance as an approved cooperative purchasing arrangement.

On July 27, 2023, the City received a quote from Supplier for two 2024 Schwarze Model A9 Monsoon Street Sweepers on the Freightliner M2 Truck Chassis in the amount of $822,824. Supplier agreed that the quoted price would remain valid beyond the 15 days cited in Supplier's quotation.

As a result of market fluctuations, scarcity of materials globally, and a volatile labor market, cost adjustments may be requested by Supplier during the term of this purchase order. A financial contingency in an additional amount not-to-exceed ten percent (10%) of the quoted purchase price is necessary to allow staff to adjust pricing to cover potential future model year price increases. Any price increase requested by Supplier must be submitted at least 30 days before the requested implementation date. If Supplier finds it necessary to request a cost adjustment, Supplier must provide notice in a timely, fair, and equitable manner with evidence satisfactory to the City documenting the reason(s) for and actual cost of the cost increase.

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

1. Authorizes the City Manager to execute a purchase order on behalf of the City of Livermore with Schwarze Industries Inc. in the amount of $822,824 for the purchase and delivery of two 2024 Schwarze Model A9 Monsoon Street Sweepers on the Freightliner M2 Truck Chassis in accordance with the terms, specifications, and general provisions specified in Sourcewell contract #093021-SWZ, and sections 2.68.370 and 2.68.390 of the Livermore Municipal Code.

2. Approves a financial contingency in an amount not-to-exceed ten percent (10%) of the quoted purchase price for cost adjustments that may become necessary to cover potential model year price adjustments.

3. Authorizes the City Manager take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving cost adjustments in an amount not to exceed 10% of the quoted purchase price.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the City Manager to execute a first amendment to the lease agreement with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless to revise the location of leased premises on City's Property for placement of wireless equipment.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the lease agreement for installation of telecommunications equipment with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless and the Livermore Municipal Airport to provide new access and utility routes to equipment, delete requirement that construction commences before December 16, 2022, replace it with a new date two years from effective date of this First Amendment, and update City Airport Manager's name to "Airport Manager".

SUMMARY

On December 16, 2020, the City entered into an agreement for installation of telecommunications equipment at the Livermore Municipal Airport with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless (Verizon) to commence construction no later than December 16, 2022. Following the City's issuance of a Conditional Use Permit providing the land use entitlement for installation, the City has requested that the location of the leased premises on the City's Property be changed.

DISCUSSION

On December 16, 2020, the City and Verizon entered into a Lease Agreement for Installation of Telecommunications Equipment at the Livermore Municipal Airport to commence no later than December 16, 2022.

To accommodate a change in location, the City and Verizon desire to amend the lease to revise the location and configuration of the premises and equipment specified, provide new access and utility routes to equipment, delete the Lease requirement for construction to commence before December 16, 2022, replace it with the date two years from the effective date of the First Amendment, and update the City Airport Manager's name to "Airport Manager".

FISCAL AND ADMINISTRATIVE IMPACTS

This First Amendment does not change the terms regarding revenue to be received by the Airport Enterprise Fund, therefore no reduction or increase in fiscal and administrative impacts beyond the original agreement.

COMMUNITY PILLAR
5: A City that Works

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

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment GTE Mobilnet Lease

Prepared by: Angela Hescher
Administrative Technician

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR INSTALLATION OF TELECOMMUNICATION EQUIPMENT AT THE LIVERMORE MUNICIPAL AIRPORT

The City of Livermore (City) entered into a lease agreement for installation of telecommunications equipment at the Livermore Municipal Airport with GTE Mobilnet of California d/b/a Verizon Wireless (Verizon) on December 16, 2020.

This First Amendment will accommodate a revision of location and configuration of the premises and equipment as specified in the lease agreement, provide for new access and utility routes to equipment, delete a previous requirement for construction to commence before December 16, 2022, and replace this previous date with a new date two years from the effective date of this First Amendment and update the City Airport Manager's name to "Airport Manager".

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

1. Approves the First Amendment to the Lease Agreement for Installation of Telecommunication Equipment with GTE Mobilnet of California Limited Partnership d/b/a Verizon and authorizes the City Manager to execute the First Amendment, attached hereto as Exhibit A, on behalf of the City of Livermore.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 25, 2023 by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Lease Agreement for Installation of Telecommunication Equipment

FIRST AMENDMENT TO LEASE AGREEMENT FOR INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AT THE LIVERMORE MUNICIPAL AIRPORT

THIS FIRST AMENDMNENT TO LEASE AGREEMENT FOR INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AT THE LIVERMORE MUNICIPAL AIRPORT ("First Amendment"), dated as of_____, 2023, for reference purposes only, is entered by and between the CITY OF LIVERMORE, a municipal corporation as Landlord ("City" or "Landlord"), and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership d/b/a VERIZON WIRELESS, as Tenant ("Tenant").

RECITALS

A. On December 16, 2020, the City and Tenant entered into a Lease Agreement for Installation of Telecommunications Equipment at the Livermore Municipal Airport (the "Lease"), with Tenant's construction on the City's Property to commence no later than December 16, 2022.

B. Following the City's issuance of a Conditional Use Permit providing the land use entitlement for Tenant's installation, the City has requested that the location of the leased premises on the City's Property be changed.

C. The City issued revised Conditions of Approval on November 8, 2022 authorizing a new wireless telecommunications facility which includes specific and general Conditions of Approval for the installation.

D. In order to accommodate a change in location and avoid any dispute, the City and Tenant now desire to amend the Lease to (i) revise the location and configuration of the Tenant's premises and equipment specified in Attachments B and F of the Lease; (ii) provide for new access and utility routes to Tenant's equipment provided in such Attachments; (iii) delete the current Lease requirement that Tenant's construction commence before December 16, 2022 and replace it with a new date two years from the effective date of this First Amendment; and (iv) update the City Airport Manager's name to "Airport Manager" in the Notice provisions, all on the terms and conditions set forth below.

E. All capitalized terms not otherwise defined herein shall have the meanings given them in the Lease.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

AGREEMENT

1. Recitals. The forgoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. Effective Date. The effective date of this First Amendment shall be_____

3. Replacement of Attachments B and F. Attachments B and F to the Lease are hereby deleted and replaced with Revised Attachments B and F to this First Amendment, thereby incorporating the Parties' new premises description, access and utility routes and hook-ups, and equipment configuration. To the extent any specific roadway access restrictions in the original Lease conflict with this First Amendment, they are hereby deleted shall conform to the Revised Attachments B and F.

4. Section 29 Termination. The penultimate sentence of Section 29 of the Lease states that Tenant's construction must commence within two years of the Lease Effective Date of December 16, 2020. That sentence is hereby replaced with the requirement that Tenant's construction must commence within two years of the Effective Date of this First Amendment.

5. Section 26 Notices. Section 26 of the Lease states that Notices to Landlord shall be directed to David Decoteau as Manager of the Livermore Municipal Airport. The name David Decoteau is hereby deleted and replaced with the "current Airport Manager."

6. Lease. Except as specifically modified by this First Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Miscellaneous. This First Amendment shall bind and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City and Tenant execute this First Amendment as of the last date set forth below.

TENANT: GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: Julie Skidmore

Name: Julie Skidmore

Title: SR RE manager

Date: 4/11/2023

CITY: CITY OF LIVERMORE, a municipal corporation, by

_____

Maryanna Marysheva, City Manager

Date: _____

APPROVED AS TO FORM:

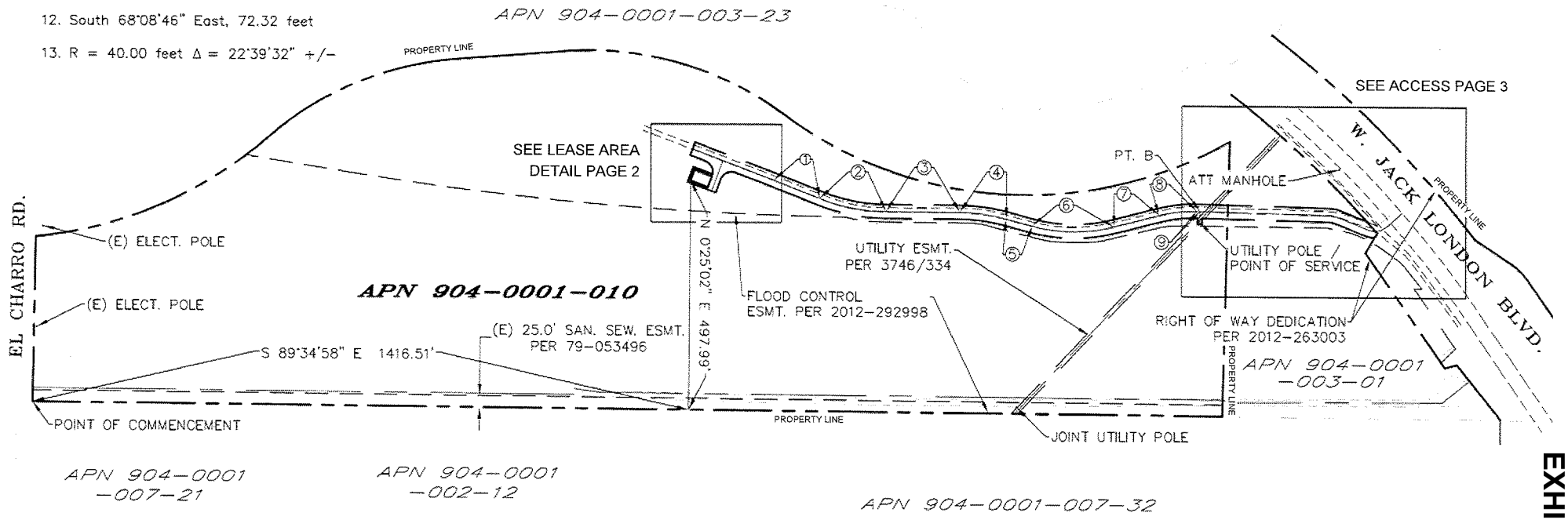
Tara Mazzanti, Assistant City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

CENTERLINE 30' LESSEE
ACCESS & UTILITY EASEMENT

1. South 68°33'01" East, 107.25 feet
2. R = 400.00 feet Δ = 21°04'54"
3. South 89°37'56" East, 160.47 feet
4. R = 400.00 feet Δ = 14°33'39"
5. South 75°04'17" East, 58.39 feet
6. R = 350.00 feet Δ = 29°17'25"
7. North 75°38'19" East, 101.59 feet
8. R = 300.00 feet Δ = 15°46'43"
9. South 88°34'59" East, 6.92 feet
10. South 88°34'59" East, 279.92 feet
11. R = 50.00 feet Δ = 20°26'13"
12. South 68°08'46" East, 72.32 feet
13. R = 40.00 feet Δ = 22°39'32" +/-



ATTACHMENT B – AMARAL PARK (PAGE 1 OF 7)

EXHIBIT A

V.6 - 2022-12-14

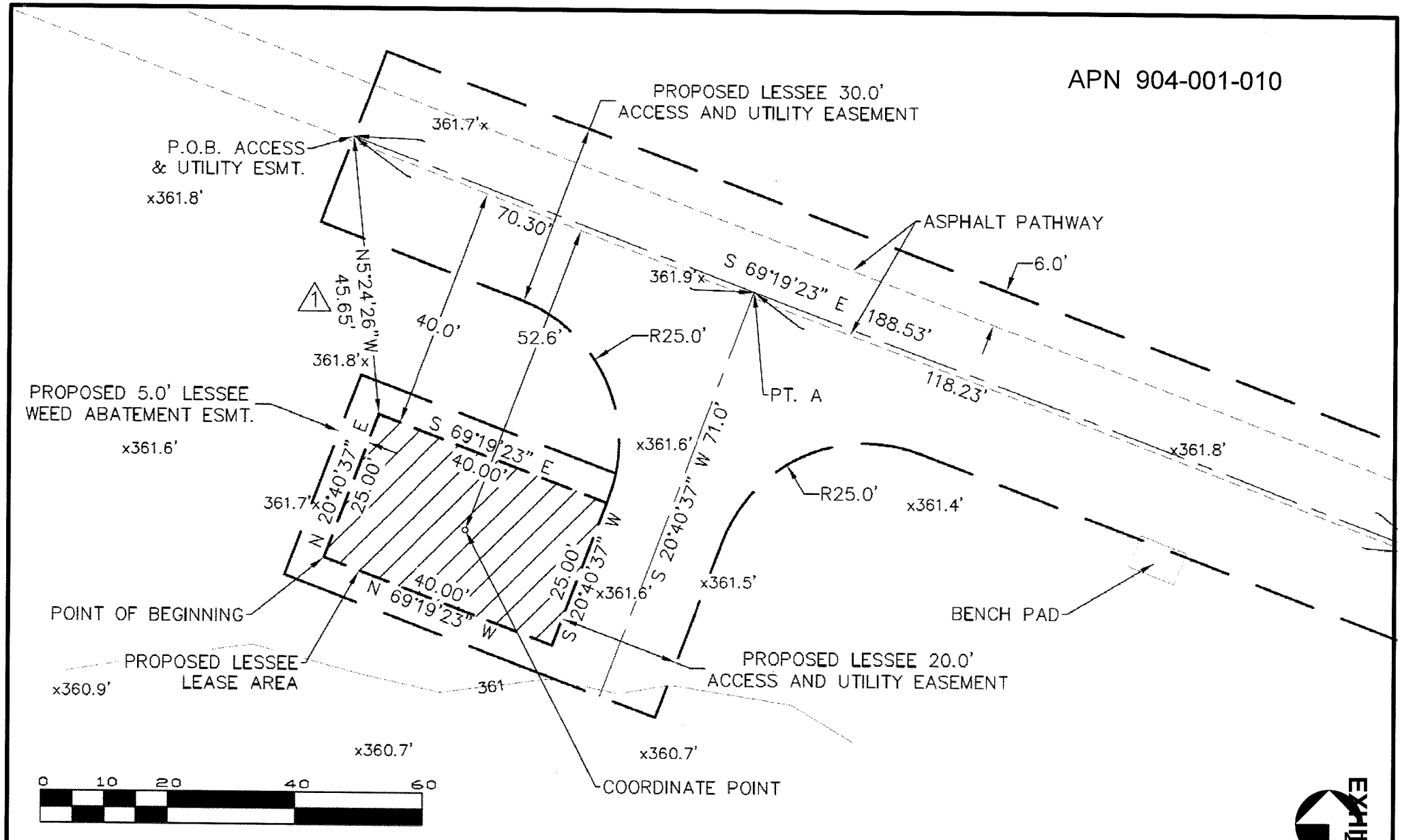
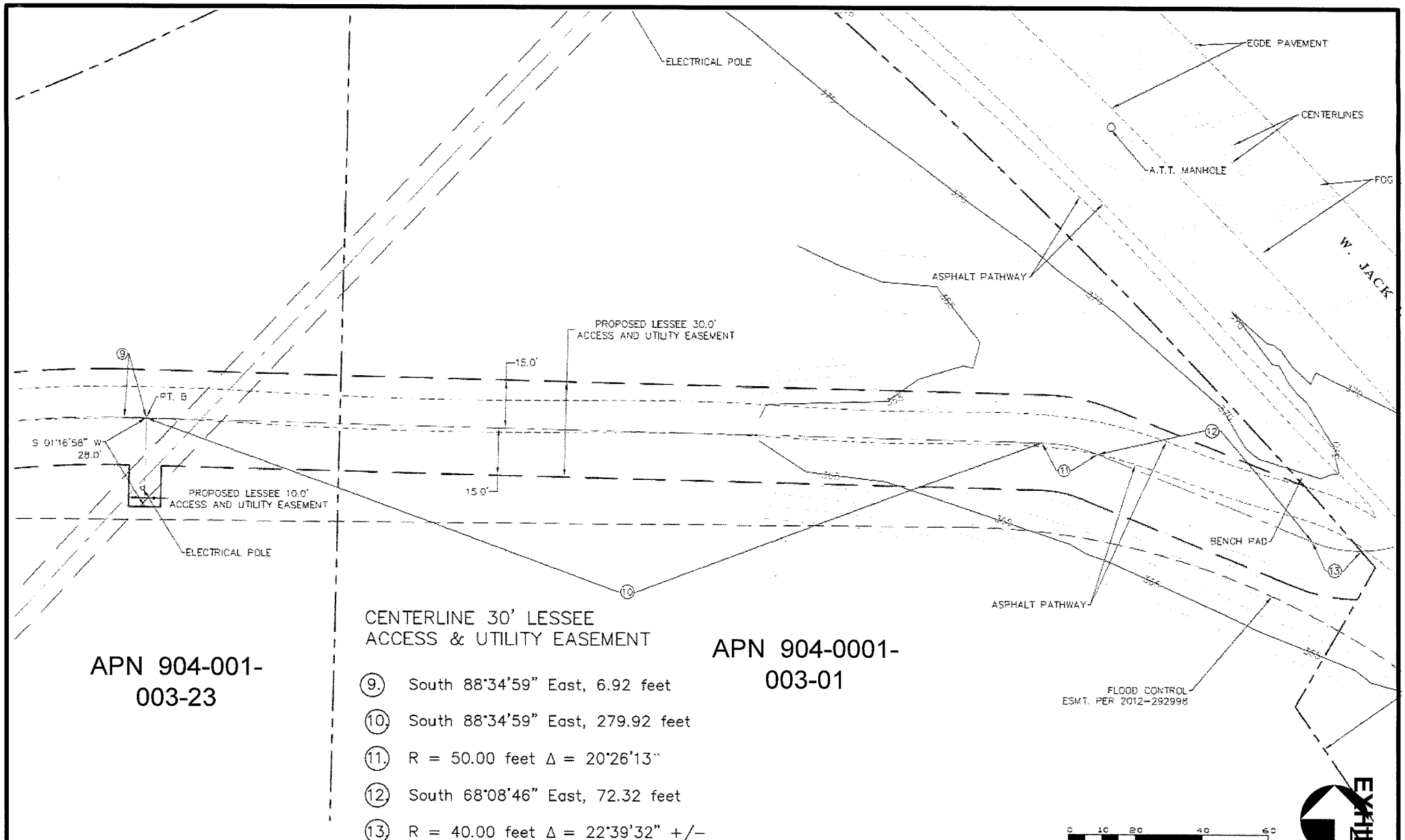


EXHIBIT A

ATTACHMENT B – AMARAL PARK (PAGE 2 OF 7)

V.6 - 2022-12-14



CENTERLINE 30' LESSEE ACCESS & UTILITY EASEMENT

9. South 88°34'59" East, 6.92 feet
10. South 88°34'59" East, 279.92 feet
11. R = 50.00 feet Δ = 20°26'13"
12. South 68°08'46" East, 72.32 feet
13. R = 40.00 feet Δ = 22°39'32" +/-

EXHIBIT A

ATTACHMENT B – AMARAL PARK (PAGE 3 OF 7)

V.6 - 2022-12-14

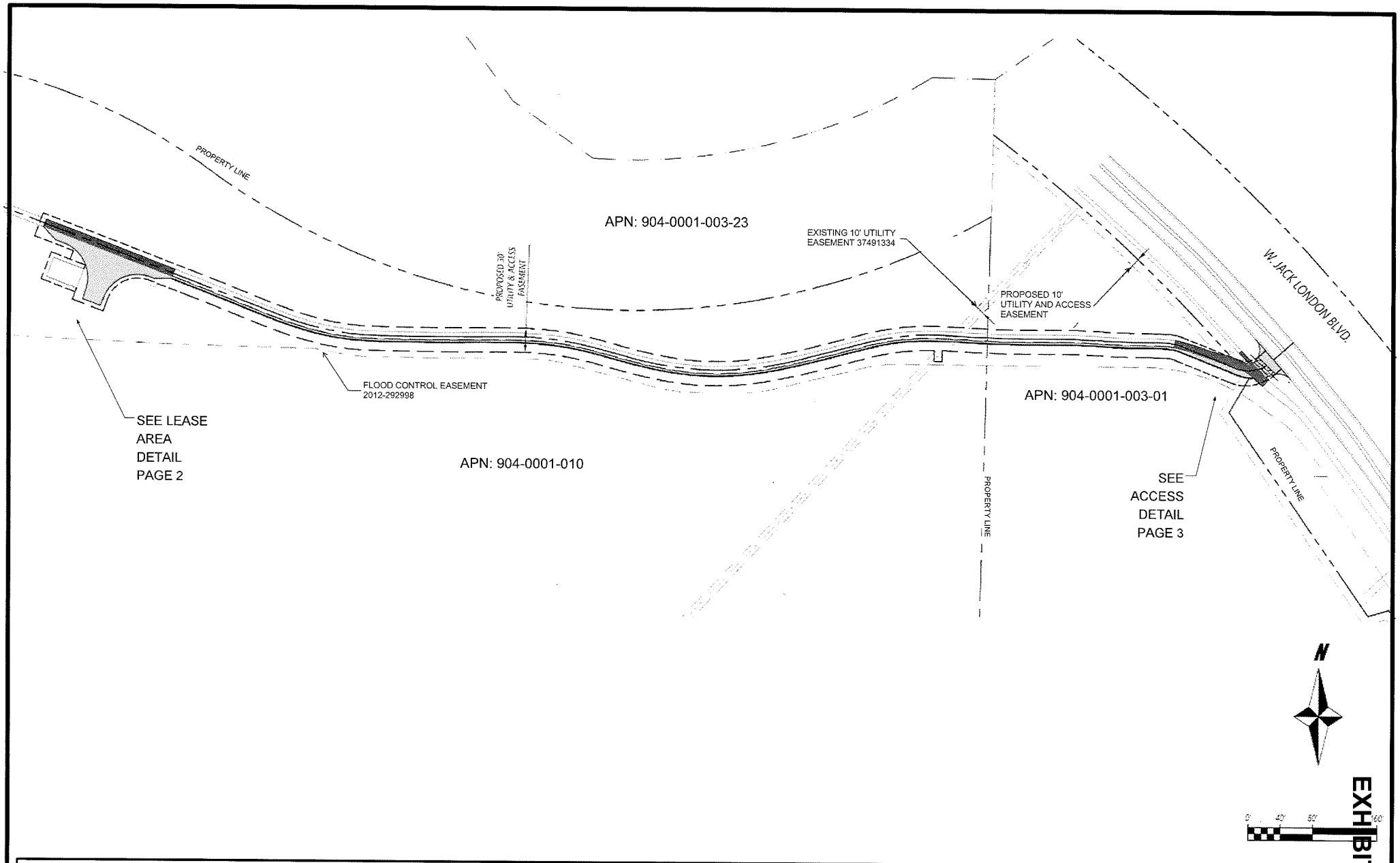
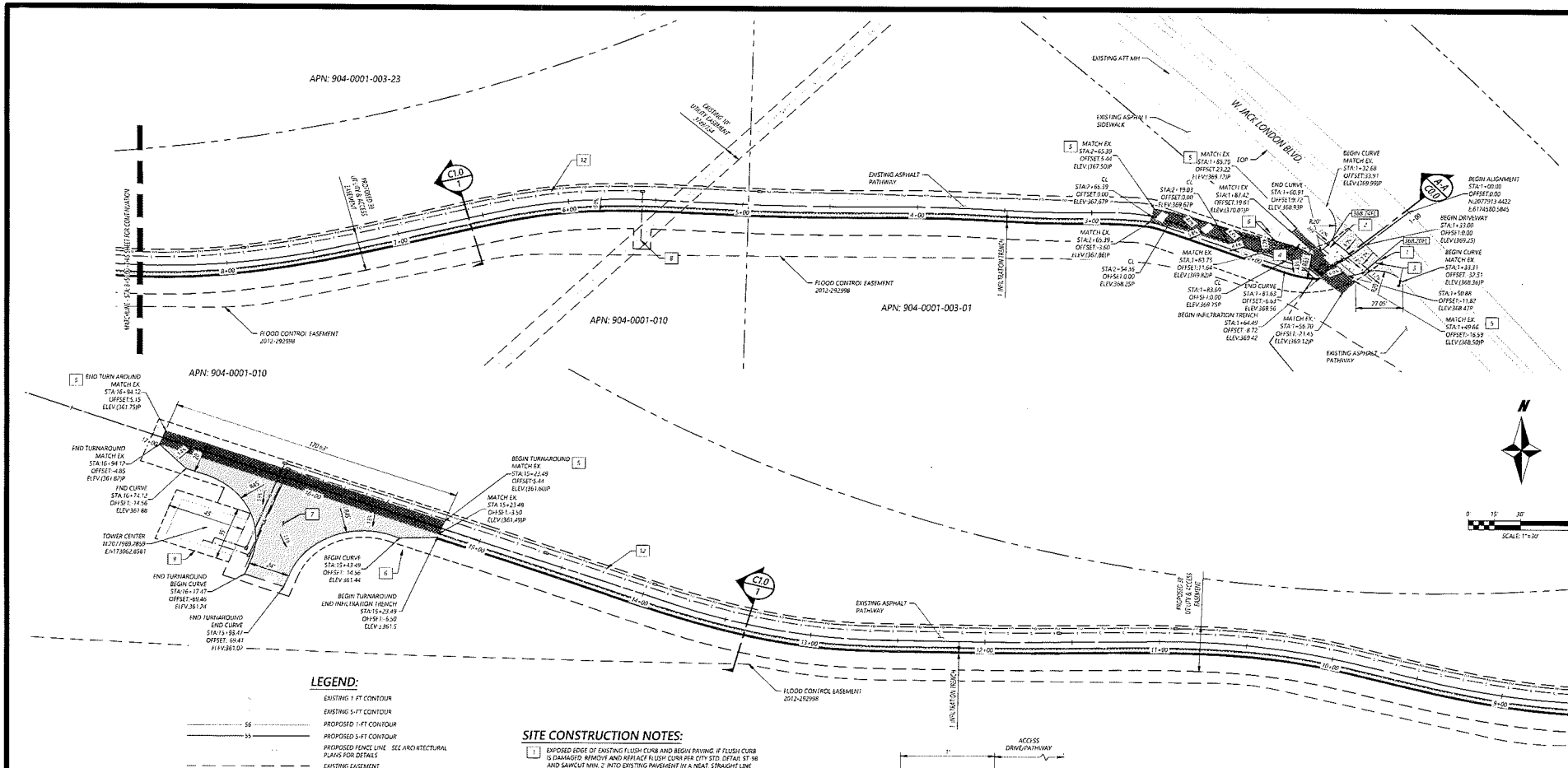


EXHIBIT A

ATTACHMENT B – AMARAL PARK (PAGE 4 OF 7)

V.6 - 2022-12-14



LEGEND:

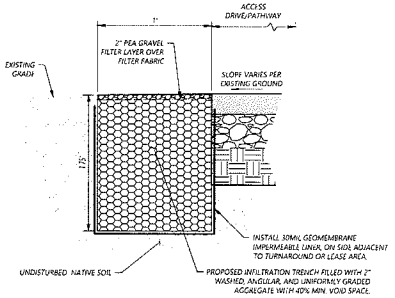
- EXISTING 1 FT CONTOUR
- EXISTING 5-FT CONTOUR
- PROPOSED 1-FT CONTOUR
- PROPOSED 5-FT CONTOUR
- PROPOSED FENCE LINE. SEE ARCHITECTURAL PLANS FOR DETAILS
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CENTERLINE
- EXISTING PROPERTY LINE
- PROPOSED FIBER OPTIC LINE, SEE ARCHITECTURAL PLANS FOR DETAILS
- PROPOSED POWER LINE. SEE ARCHITECTURAL PLANS FOR DETAILS.
- PROPOSED PULL BOX, SEE ARCHITECTURAL PLANS FOR DETAILS
- PROPOSED ASPHALT (4"AC/6"AB) PER CITY STD. DETAIL ST-11.
- EXISTING ASPHALT TO BE REMOVED AND DISPOSED OF OFF-SITE.
- PROPOSED CONCRETE VALLEY GUTTER (8"PCC/4"AB) PER MODIFIED CITY STD. DETAIL ST-16
- PROPOSED INFILTRATION TRENCH.

GRADING LEGEND:

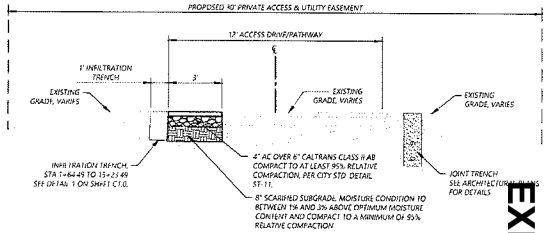
- GROUND ELEVATION
- EXISTING GRADE
- PROPOSED GROUND SLOPE
- EXISTING GROUND SLOPE
- FLOW LINE

SITE CONSTRUCTION NOTES:

1. EXPOSED EDGE OF EXISTING FLUSH CURB AND BEGIN PAVING. IF FLUSH CURB IS DAMAGED, REMOVE AND REPLACE FLUSH CURB PER CITY STD. DETAIL ST-98 AND SAWCUT MIN. 2' INTO EXISTING PAVEMENT IN A NEAT, STRAIGHT LINE PARALLEL TO EXISTING EDGE OF ROAD. THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING
2. CONSTRUCT VALLEY GUTTER PER MODIFIED CITY STD. DETAIL ST-16 ON SHEET C2.1
3. REMOVE AND RELOCATE "NO STOPPING ANY TIME" SIGN PER PLAN AND CITY STD. DETAIL ST-17.
4. EXISTING "MULTI USE TRAIL" SIGN TO REMAIN-PROTECT IN PLACE.
5. SAWCUT EXISTING PAVEMENT IN A NEAT, STRAIGHT LINE PARALLEL TO EXISTING EDGE OF ROAD. THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING
6. EXISTING CONCRETE PAD AND BENCH TO REMAIN-PROTECT IN PLACE.
7. FIRETRUCK TURNAROUND PER CITY STD. DETAIL ST-18, DOG LEG HAMMERHEAD
8. EXISTING POLE TO REMAIN-PROTECT IN PLACE.
9. PROPOSED VERIZON WIRELESS 35'X45' LEASE AREA. SEE ARCHITECTURAL PLANS FOR DETAILS AND EQUIPMENT.
10. PROPOSED INFILTRATION TRENCH PER DETAIL 1, THIS SHEET.
11. CONSTRUCT ASPHALT PAVING. 4" AC/6"AB PER CITY STD. DETAIL ST-11.
12. PROPOSED JOINT TRENCH. SEE ARCHITECTURAL PLANS FOR DETAILS.



1 / C1.0 **INFILTRATION TRENCH**
NOT TO SCALE
SEE KEYNOTE 10

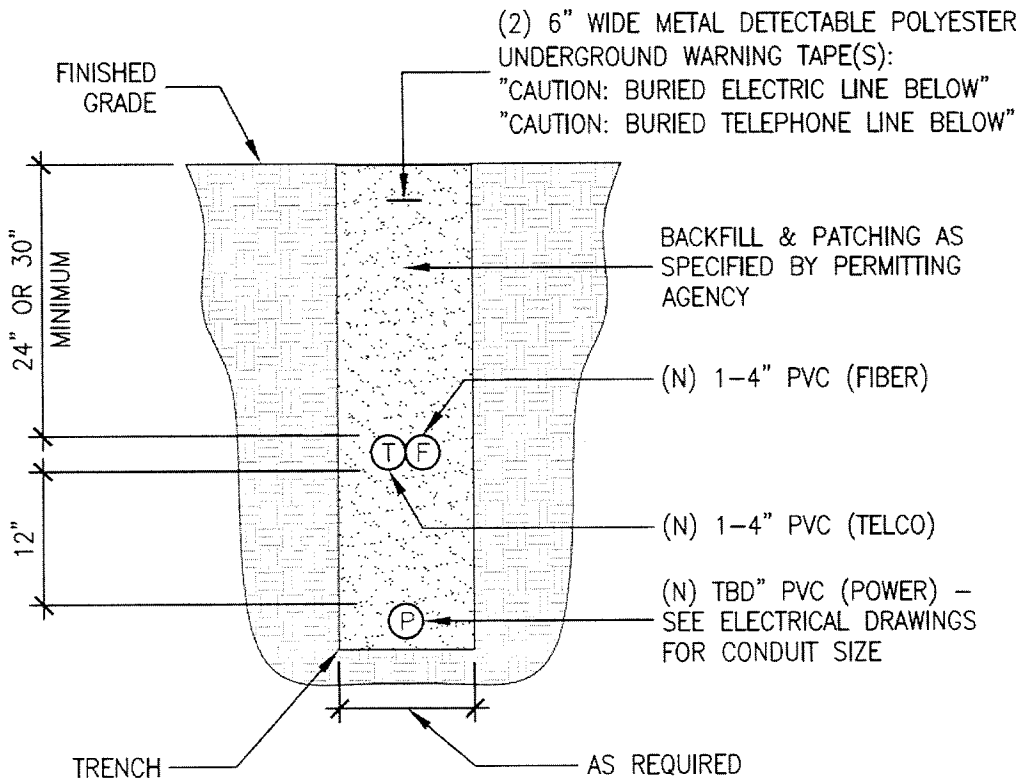


1 / C1.0 **ACCESS DRIVE TYPICAL SECTION (STA 1+75.05 TO 5+17.90)**
NTS

EXHIBIT A

ATTACHMENT B – AMARAL PARK (PAGE 5 OF 7)

V.6 - 2022-12-14



NOTE: RESTORE GRADE TO ORIGINAL CONDITION OR BETTER. FILL WITH WELL COMPACTED BACKFILL. IF TRENCH IS UNDER CONCRETE PAD, BACKFILL WITH CRUSHED STONE

1 / A4.1 JOINT POWER/TELCO/FIBER TRENCH DETAIL

SCALE: NONE

EXHIBIT A

Lease Area Description

All that certain lease area being a portion of Parcel 2 as delineated on the plat filed in Book 213 of Parcel Maps, at Page 6–9, Alameda County, California Records and being more particularly described as follows:

Commencing at the Southwest most corner of said Parcel 2; thence along the Southern boundary thereof South 89°34'58" East, 1416.51 feet; thence leaving said South boundary North 0°25'02" East, 497.99 feet to the True Point of Beginning; thence from said point of beginning North 20°40'37" East, 25.00 feet; thence South 69°19'23" East, 40.00 feet; thence South 20°40'37" West, 25.00 feet; thence North 69°19'23" West, 40.00 feet to the point of beginning.

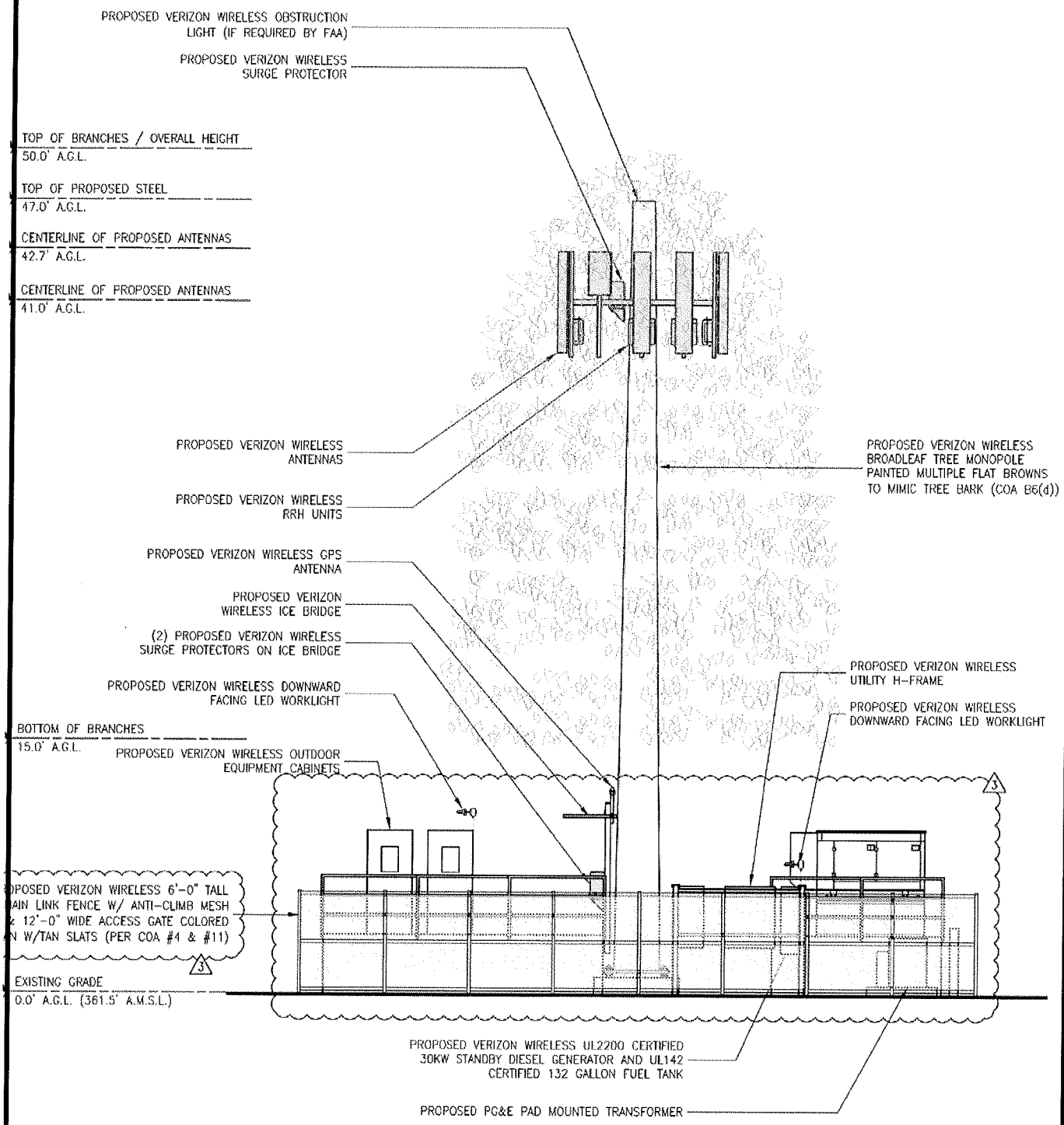
Also together with an easement for access and utility purposes, thirty feet in width, the centerline of which is described as follows: Beginning at a point which bears North 05°24'26" West, 45.65 feet from the Northwest most corner of the above described lease area; thence from said point of beginning South 69°19'23" East, 70.30 feet to a point hereafter referred to as Point A; thence continuing South 69°19'23" East, 118.23 feet; thence South 68°33'01" East, 107.25 feet; thence along a tangent curve to the East, having a radius of 400.00 feet and a central angle of 21°04'54"; thence South 89°37'56" East, 160.47 feet; thence along a tangent curve to the East, having a radius of 400.00 feet and a central angle of 14°33'39"; thence South 75°04'17" East, 58.39 feet; thence along a tangent curve to the East, having a radius of 350.00 feet and a central angle of 29°17'25"; thence North 75°38'19" East, 101.59 feet; thence along a tangent curve to the East, having a radius of 300.00 feet and a central angle of 15°46'43"; thence South 88°34'59" East, 6.92 feet to a point hereafter referred to as Point B; thence continuing South 88°34'59" East, 279.92 feet; thence along a tangent curve to the East, having a radius of 50.00 feet and a central angle of 20°26'13"; thence South 68°08'46" East, 72.32 feet; thence along a tangent curve to the East, having a radius of 40.00 feet and a central angle of 22°39'32" more or less to the public right of way.

Also together with an easement for access and utility purposes, twenty feet in width, the centerline of which is described as follows: Beginning at the above described Point A and running thence South 20°40'37" East 71.0 feet, the intersecting sidelines of said easements having a radius of twenty five feet.

Also together with an easement for access and utility purposes, ten feet in width, the centerline of which is described as follows: Beginning at the above described Point B and running thence South 01°16'58" West 28.0 feet to an existing public utility service pole.

Also together with an easement for weed abatement being five feet in width, adjacent to and exterior of the boundary of the above described lease area,

EXHIBIT A



ATTACHMENT F – AMARAL PARK

V.3 - 2022-11-29

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: September 25, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Proclamation declaring September 2023 as Youth Climate Action Month, presented to the Livermore Youth Climate Summit student planning team. Material: PowerPoint Presentation
3.3	Poet Laureate annual update, presented by City of Livermore Poet Laureate Peggy Schimmelman. Material: PowerPoint Presentation
3.4	i-GATE update to City Council presented by Executive Director Yolanda Fintschenko. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Assistant City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Livermore Youth Climate Summit

September 9, 2023
Robert Livermore Community Center

Livermore Youth
Climate Summit -2023

1

Summit Objectives

- Increase climate change awareness
- Enable high school students to take meaningful action to reduce global warming
- Build community of like-minded youth

Livermore Youth
Climate Summit -2023

2

40 High School Interns

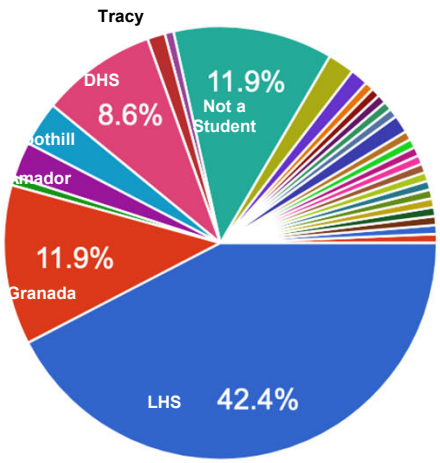
~ 200 Attendees Including Exhibitors

3

Robert Livermore Community Center

4

Over 10 Regional High Schools Registered for LYCS



Bend the Curve

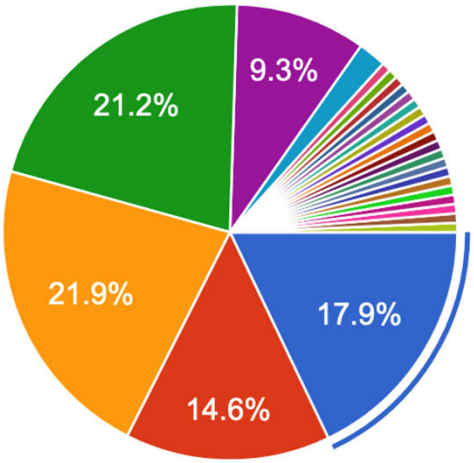
Livermore Youth Climate Summit -2023

- Livermore High School
- Granada High School
- Del Valle High School
- Vineyard Alternative
- Amador Valley High School
- Foothill High School
- Dublin High School
- John C Kimball High School

1/5

5

Broad Interest from 9th to 12th Grades



Bend the Curve

Livermore Youth Climate Summit -2023

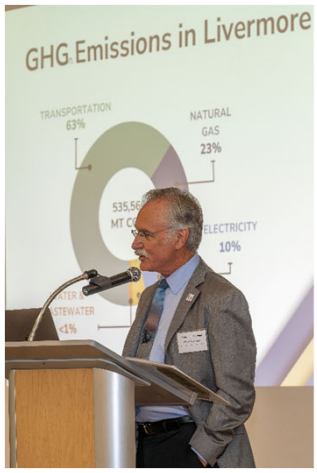
- 9th Grade Student
- 10th Grade Student
- 11th Grade Student
- 12th Grade Student
- Educator
- 7th
- Quest Advisor
- Retired Scientist

1/4

6

6

Plenary Session Speakers



Mayor John Marchand

Timothy Borroughs
Exec. Director: StopWaste

Dr. Kimberly Mayfield
Climate Scientist: LLNL

7

~ 20 Exhibits/Activities in the Afternoon

8

Art Connects Everyone to Science

CO2 Keeling Curve

9

Chef Vazquez Demonstrating Wok Induction Cooktop

10

Climate Friendly Plant Based Food

Compostable Serving Products

No Single Use Water Bottles

Minimize Landfill Waste

Mundo de Espanol

11

Waste Audit Following Summit

Achieved “Low Impact” Goal

12

Exit Survey

"Are you interested in being involved in any of the following actions?"
33 responses

39%	Perform waste audits at my school
50%	Perform lighting efficiency audits at my school
54%	Serve on a youth advisory committee for the City CAP
69%	Plant more trees at my school
62%	Advocate for a K-12 climate literacy resolution at my school
46%	Create a climate club
46%	Work on a city-wide heat mapping project

13

Poet Laureate Activity

July 1, 2022 – present
Peggy Schimmelman

LIVERMORE
CALIFORNIA

1

Verse on the Vine

- Continuation of **Ravenswood Poetry Series**
- October 2022 **Livermore Poets Laureate**
- February 2023 **Francesca Bell and Susan Cohen**
- June 2023**: Sarah Kobrinsky and David Alpaugh**
- October 2023**: Rafael Gonzalez and Naomi Quiñonez**

2

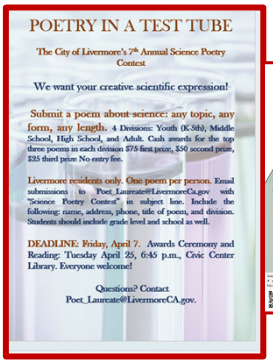
Teen Poet of the Trimester

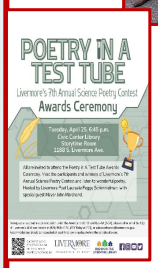
- 1st Trimester**: Emily Butler**, LHS (Theme: Heatwave)
- 2nd Trimester**: Jane Cao**, Del Valle (Theme: The Web)
- 3rd Trimester: **Mikayla Marinko**, LHS (Theme: At the Zoo)

Winners received $25 gift certificate from downtown merchants: Livermore Ale House, Mozart, Earhart & Me, and Pinot's Palette, as well as a certificate from City of Livermore signed by Mayor Marchand.

3

Poetry in a Test Tube





- Livermore's annual springtime contest celebrating the convergence of poetry and science.
- Winners in 4 categories. Cash prizes.
- Awards ceremony with reading at Civic Center Library
- First Place winners read poems at the Livermorium Anniversary ceremony

4

Pop-up Poetry

Community participation event

- August 2022: **The Lot on First Street**
- April 2023: **Livermorium Plaza**
- August 2023: **Quest Science Center**
- November 2023 (planned): **Civic Center Library**

5

Other Activity

- **Dedication of the "Influx" statue** in Springtown Oct. 2022
- **2022 Civic Appreciation Ceremony** (Nov. 2022)
- **Las Positas Lit Fair** (Reading and panel with Calif. Poet Laureate Lee Herrick) April 2022
- **Whistlestop Writers' Open Mic** (co-host with Cynthia Patton) – monthly event, 3rd Thursdays.
- **Upcoming: Poetry Workshop series** exploring various styles of poetry. (Jan. 2024)
- **Artwalk** (Oct. 10, 2:45)

6

Partnership To Build the Tri-Valley Startup Ecosystem

Prepared for: Livermore City Council Meeting
Revision: September 25, 2023

Mission: i-GATE Innovation Hub

i-GATE is a non-profit organization dedicated to building a thriving startup community in the Tri-Valley since 2010.

How We Do It

DAYBREAK LABS

STARTUP TRI VALLEY

DBL PROVIDES

- Facilities
- Access to funding & capital
- Expertise

To De-Risk Science-Based Startups That Need Lab Space And Equipment To Launch

STV PROVIDES

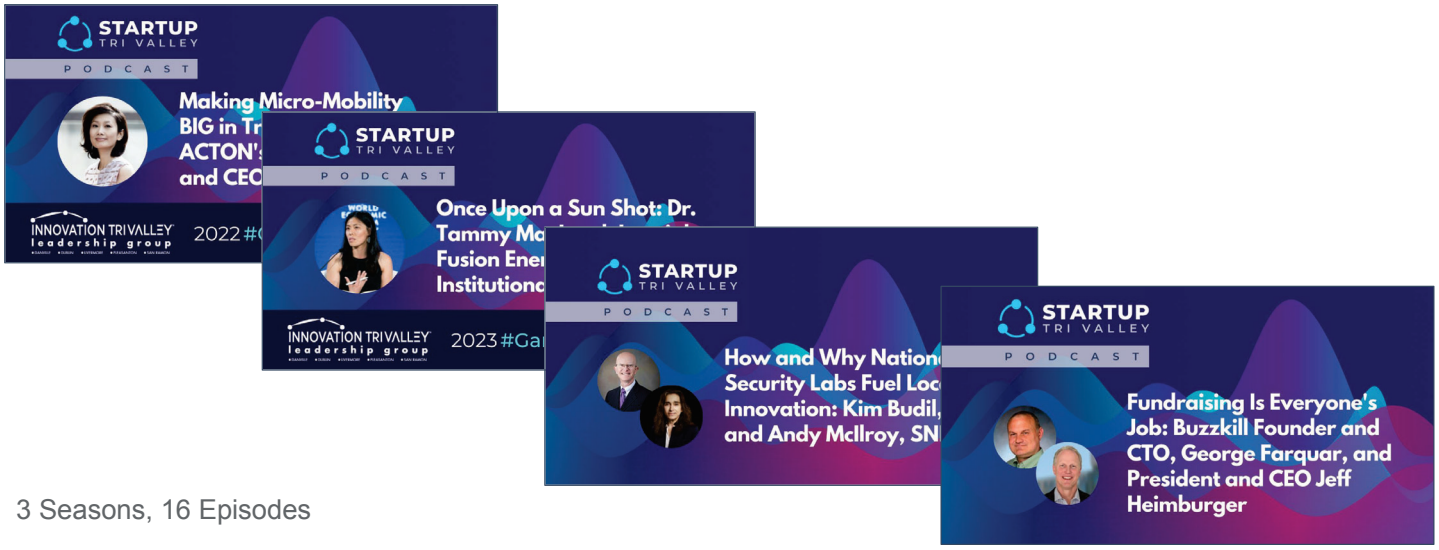
- Awareness
- Recognition
- Connectivity

By Creating And Sharing Content And Hosting Events

Events

STARTUP TRI VALLEY

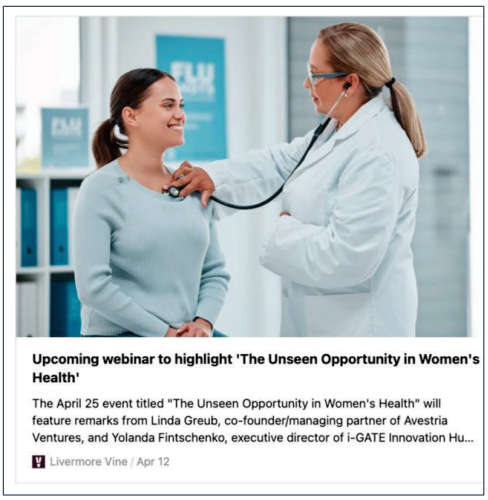
Podcast



3 Seasons, 16 Episodes

https://startuptrivalley.org/podcast/

Events, PR, Podcast



Upcoming webinar to highlight 'The Unseen Opportunity in Women's Health'

The April 25 event titled "The Unseen Opportunity in Women's Health" will feature remarks from Linda Greub, co-founder/managing partner of Avestria Ventures, and Yolanda Fintschenko, executive director of i-GATE Innovation Hu...

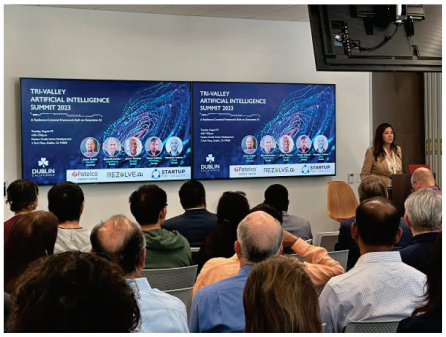
Livermore Vine / Apr 12

Tech leaders discuss how AI can foster workforce resilience during Tri-Valley summit

Automation of day-to-day tasks, collecting data insights among examples cited by panel

by Cierra Bailey / Pleasanton Weekly

Uploaded: Wed, Sep 6, 2023, 8:42 am
Time to read: about 3 minutes



Dublin Mayor Melissa Hernandez shares remarks at the start of the inaugural Tri-Valley AI Summit. (Photo by Summer Sanders, Social Media Manager, Patelco Credit Union)

TOP STORY

Daybreak Labs Paving the Way for Life S Tri-Valley

By Peter Zimmer Jul 19, 2023 Updated Jul 19, 2023

DBL Startup Hub Events:

- NIH Grant Writing Workshop Series
- Partner Lunch and Learns
- Vendor Events
- Startup Advisor Events
- Investor Office Hours
- Kickstart Program

Daybreak Labs Companies

EN CELL IN
TWENTY/TWENTY
RUSHNU
Firtility
AgeisBio
LS

- >$40M Raised
- 7 posted positions
- 2 companies graduated to private space in Livermore and Pleasanton

Graduation

"Daybreak has been a great resource… As we expand our efforts, we will be graduating from Daybreak and ***move to our own facility, which will also be in Livermore***…Thanks for the great experience here. ***Daybreak provided the critical infrastructure for us to get off the ground running to invent, develop, and successfully test various modules for our instrument.***"

- Daybreak Labs 2023 alumnus

Giving Back

Daybreak Labs, Daybreak Labs companies Rushnu, LabSimply, and Phoenix Biosystems/Firtility, Alumnus Buzzkill Labs, and neighboring company, S2 Genomics, hosted Granada High School Health Sciences ROP teacher Kathy Cabrera for one week this summer as part of Bay Area LEEDS teacher externship program.

Thank you!

Yolanda Fintschenko, PhD
Executive Director
i-GATE Innovation Hub
info@igateihub.org

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	9/13/2023	Zone 7 Water Agency	Ribbon-cutting	Attended the ribbon-cutting of the Zone 7 PFAS treatment facility.
Mayor Marchand	9/13/2023	City of Livermore Water Resources Department	Recognition	Toured and presented a proclamation recognizing Pollution Prevention Week and the vital work that is done at the Water Reclamation Plant.
Mayor Marchand	9/13/2023	City of Livermore - DayBreak Labs	Tour, one year anniversary	Toured the facility and celebrated the one-year anniversary of DayBreak labs.
Mayor Marchand	9/13/2023	Livermore Police Department	Retirement/Promotion/Swearing-in	Participated in the Retirement/Swearing-in and promotion program for LPD. LPD Canine Drax is retiring, and he was hired during my first go around as Mayor.
Mayor Marchand	9/14/2023	Bay East Association of Realtors	Community forum	Presented an update of City activities.
Mayor Marchand	9/14/2023	Visit Tri-Valley	Meeting/program	Participated in the program and swore in the new Board of Directors
Mayor Marchand	9/14/2023	LAFCo (Local Agency Formation Commission)	Commission Meeting	Heard a presentation and provided comments to the report on the Strategic Agricultural Lands Conservation Program and mapping system. Received a Strategic Plan update.
Mayor Marchand	9/14/2023	Tri-Valley REACH	Fundraiser, announcement and community report.	Participated in the program and announced the collaboration between the City of Livermore and REACH which will provide additional housing for developmentally disabled adults and allow them to live independently.
Mayor Marchand	9/24/2023	Altamont Cruisers	Car Show	Selected two cars to receive the Mayor's Award. This was the 34th Nostalgia Day Car show and was the largest ever, featuring over 750 cars. The Cruisers have donated the proceeds from these car shows, now almost a million dollars, to local non-profits.
Mayor Marchand	9/24/2023	QUEST Science Center	Film screening and talk	Attended the screening of the film, A Million Miles, followed by a talk. It is the story of Jose Hernandez, who started out as a migrant farm worker, became an engineer at LLNL, and fulfilled his lifelong dream to become a NASA astronaut.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	9/20/2023	League of California Cities	Conference	Attended several sessions
Council Member Barrientos	9/21/2023	League of California Cities	Conference	Attended several sessions
Council Member Barrientos	9/22/2023	League of California Cities	Conference	Attended a session on homeless,how council works with City Manager, attended LGBTQ caucus, Joint Powers Act, Latino Caucus, legal issues and practicing ethics plus two general sessions

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Carling	9/13/2023	i-GATE	i-GATE ground breaking
Council Member Carling	9/13/2023	Livermore Police Department	LPD swearing in
Council Member Carling	9/14/2023	StopWaste	board meeting
Council Member Carling	9/15/2023	Altamont Landfill Open Space Committee	board meeting
Council Member Carling	9/20/2023	League of California Cities	Annual meeting